



*Anthony Bared, M.D.*

Dear Patient:

We are now in a new era of Health Care Reform – intended to help patients. Sadly, these reforms do not include any “Lawsuit Reforms” that would dramatically reduce costs for patients and also promote a better environment for patients and their physicians. In a recent nationwide poll <sup>i</sup> 83% of the nation’s electorate wanted Congress to address the medical malpractice system as part of the Health Care Reform plan. We wish Congress had taken action implementing reforms that both doctors and patients could support. And the majority of patients agree. Congress missed the opportunity. Because of that we have taken action with the single goal of enhancing the relationship between patients and the physician.

We take great pride in our reputation for providing the highest levels of quality medical care to our patients. However, we realize there are times when some patients will not be satisfied with the outcomes of their treatments. We also recognize that in these instances, a patient has every right to pursue legal action if he/she feels we have been negligent in some way. We respect every patient’s right to do so.

While some healthcare legal claims are justified, there are also frivolous legal claims filed in our country – claims that are driving up insurance rates and impacting court decisions for the patients who truly deserve compensation. We believe that an agreement early in the treatment process regarding the use of board-certified experts will help expedite resolution of concerns.

#### OUR COMMITMENT TO YOU

We commit to using only American Board of Medical Specialties (ABMS) board-certified expert medical witness(es) in any legal situation, who follow the code of ethics of our national specialty society. These steps ensure that expert medical witnesses we use have passed examinations, demonstrated expertise in their field, and adhere to a solid code of ethics.

We demonstrate this commitment to you with our signature on this form.

#### WHAT WE ARE ASKING YOU TO DO

We are asking you or any representative to commit to this process also, by using only board-certified physicians expert medical witness(es) if you are dissatisfied with your medical care and decide on legal action.

We hope, and believe, you will never have to consider this again. But if you do, we will honor this commitment to you.

<sup>i</sup> Poll conducted by **Clarus Research Group** ([www.ClarusRG.com](http://www.ClarusRG.com)), a nonpartisan survey research firm based in Washington, DC.

**6280 Sunset Drive, Suite 504, Miami, FL 33143 · (305) 666-1774**

Toll free (800) 370-2883 · Fax (305) 666-6708

· Miami ·

[abmd@fhrps.com](mailto:abmd@fhrps.com) [www.facialplasticsurgerymiami.com](http://www.facialplasticsurgerymiami.com)

## AGREEMENT AS TO RESOLUTION OF CONCERNS

“I”, “Patient/Guardian” shall be understood to mean \_\_\_\_\_ (*insert name of patient or guardian*)

“Physician” shall be understood to mean **Anthony Bared, M.D.**

I understand that I am entering into a contractual relationship with 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 by the American Board of Medical Specialties in the same specialty as the Physician, which are either the (a) American Board of Facial Plastic and Reconstructive Surgery or (b) the American Board of Hair Restoration Surgery, as applicable in light of the subject procedure. Further, I agree that these physicians retained by me or on my behalf to be expert witnesses, if certified by the American Board of Facial Plastic and Reconstructive Surgery will be members in good standing of the American Academy of Facial Plastic and Reconstructive Surgery.

I agree the expert(s) will be obligated to adhere to the guidelines or code of conduct defined by the American Academy of Facial Plastic and Reconstructive Surgery or the American Board of Hair Restoration Surgery, as applicable in light of the subject procedure, 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 his/her counsel shall have the right and be free to depose the other party’s expert witness(es) at least 120 days before any scheduled trial date.

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.

\_\_\_\_\_  
Physician (individually and as President)

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

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

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

# MUTUAL AGREEMENT

Anthony Bared, M.D. (labeled “*Physician*”) agrees to provide treatment to: \_\_\_\_\_ (“*Patient*”) [insert Patient’s name]. The Physician 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. Physician believes this is improper and may not be in the patients’ best interest. Accordingly, Physician agrees not to provide medical information for the purpose of marketing directly to Patient. 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.

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.

Physician has 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 Physician, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Physician 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 Physician’s last date of service to Patient. As a matter of office policy, Physician is requiring all patients in its practice 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 Physician’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.

SO AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(PATIENT)

By: \_\_\_\_\_  
Anthony Bared, M.D. individually and as President