

**Medical Consent Form****Dr K K Aggarwal****MEDICAL CONSENT FORM****Name of Hospital****Doctors Unit Name**

Name of the patient

Age .....Sex .....Gender ( M/F/Third Gender)

Address

E Mail

Mobile

Hospital Number

Date of admission

Date of consent

Consent Given by ( Patient / Spouse/ Both/ Guardian)

Signature of the person/s giving consent

Date/ Time

Name of the primary treating doctor/s

Signature of the treating doctor/s

Name and signature of the witnesses

Name of the referring doctor

**I hereby declare and give the following consent**

- That I have disclosed all the necessary information given above and below under no pressure and hereby give medical and surgical ( both general and specific) consent for my treatment under above primary treating doctors.

- That I have been made to understand about provisional diagnosis, expected duration of stay, expected approximate hospital bill (the bill may increase if the admission provisional diagnosis changes); possible complications; waiting time for my reports.
- That I have checked the spelling of my name, age and address at the time of admission as it may be difficult to change these parameters at the time of discharge or after the discharge.
- That my treatment involves low/moderate/high risk medical condition.
- That sometimes a low risk condition at the time of admission may become a high risk medical / surgical condition
- That I have been told the seriousness of the medical/surgical disease.
- That I understand that any high risk condition carries a defined morbidity and mortality.
- That I may end up with an unforeseen situation where I may need to be shifted to Intensive Care Unit.
- That there are always a chance of medical accident, complication or even death in a routine medical procedure.

### Treating Doctors

- **That I have understood the credentials of my treating doctors team.**
- That I understand that my treating doctors are honorary / paid hospital consultants.

### History

- That I have declared my past history of diabetes (\_\_\_ years), hypertension (\_\_\_ years), asthma (\_\_\_ years), abnormal lipid (\_\_\_ years), COPD (\_\_\_ years), cancer (\_\_\_ years), heart blockages (\_\_\_ years), paralysis (\_\_\_ years), depression (\_\_\_ years), acidity (\_\_\_ years), and \_\_\_\_\_.
- That I have disclosed about any drug allergy at the time of admission.
- That I have been made to understand that there may still be some drugs to whom I may be allergic and that may end up with drug reaction. Every unforeseen drug reaction carries a theoretical risk of mortality and morbidity.
- That I am/am not suffering from HIV, Hepatitis B and C positive.
- That I am/am not suffering from open tuberculosis.
- That I do not have consume drugs and other substances.
- That I understand that I need to declare if I have been treated by a quake in the recent past.

- That I understand I need to disclose if I am on Ayurvedic, Homeopathic, Unani or drugs from other traditional healers.
- That I have disclosed my smoking status (smoker/non-smoker). I do understand that both active and passive smokers may carry high mortality and morbidity when treated and their response to treatment may be poor.
- That I have disclosed my alcohol intake (yes/no)
- That It is my duty to disclose my past vaccination status
- That I have disclosed my sexual history, my sexual preferences, marital status and normal/high risk sexual behaviors in my history.
- That i have disclosed details of my earlier treatments and opinions given buy other doctors.
- That withholding any information may not be in my interest and may amount to contributory negligence on my part.

### **Medical Cover**

- That my primary treating doctors will provide medical cover morning and evening at pre-defined times and they will be on call call for SOS consults.
- That during their absence, the hospital provides cover through resident / floor doctors who are under the payroll of the hospital.
- That emergency cover is provided by the hospital resident / Intensivist cover. They are qualified doctors specialized only in this job. They may shift the patient if need arises to the intensive care unit. They are authorized to act independently as per the need of the situation.
- That the night coverage is provided by the hospital residents/floor doctors. The treating consultants are available on phone in the night but for any emergency it is the hospital which provides the intensive care coverage to tackle any unforeseen event. The hospital may/will charge separately for these facilities.
- That there may be situations when there is an emergency and the treating primary consultants may not be available for hours. In that case the hospital intensive care unit will provide necessary cover and take appropriate need based decisions.
- That the holiday cover may be provided by the hospital residents or my primary consultants. .

### **Non medical cover**

- That nursing care is provided by the hospital and is not under the direct charge of the primary treating consultants.
- That if there is any problem with the nursing care, I/my relations need to contact the floor nursing manager for the same.
- That If I need a private nurse I need to take it from the hospital route.
- That the Diet services are provided by the hospital through a hospital dietitian who can be approached through the nursing staff. Treating doctors directly do not control the dietary services.
- That the hospital may only provide vegetarian healthy diet.
- That ward boys and safai karamcharis may not be available in the ward all the time. These services are provided by the hospital and not by treating consultant/s. In case there is any delay in any such services, I may need to contact the floor manager to sort out the same.

### **Role of primary referring doctors**

- That I understand that my treating doctors have no objection to discuss my case with my primary referral doctor or a family physician.
- That I understand that my GP or referring doctors have right to visit the patient.

### **Investigations and diagnosis**

- That I hereby authorize my treating doctor/s to investigate me to the best of their skill and knowledge and which should be in my best interest.
- That I hereby authorize my treating doctor/s to go ahead with necessary investigations irrespective of the cost in the in the best interest of my condition.
- That I understand that the hospital may not have 100% facilities available in the world.
- That I understand that at the time of admission, the doctor/s may admit me with a provisional diagnosis (disorder A) and may end up in getting a diagnosis (disorder B) for which investigations and treatment facilities may not be available in the hospital and hospital may ask for a transfer to other hospital.
- That I understand that a situation may arise where even after days of admission, the diagnosis may not be made by my treating consultants and in that situation I hereby authorize by primary treating doctor/s to call upon other specialist to give a second opinion. The fee for these specialists will be charged separately.

- That I hereby give permission and authority to my treating doctors for certain invasive procedures like fluid aspiration, dressing, internal cavity fluid aspirations, etc. Each one of them may have some inherent complication rate including a rare mortality.
- That I hereby also give consent for any radiological investigation/s which may include ultrasound, CT scan, MRI, etc. I understand that any x-ray or CT imaging involves radiation risk.
- That there are certain medical procedures which are sometimes necessary in the medical treatment that may include putting in a ryles tube, urinary catheter, etc. I hereby give consent for the same.
- That for certain facilities not available in the hospital, hospital may get these investigations done from empanelled diagnostic centres. The billing for the same is done by the hospital. For these services hospital charges may include some extra service charges.

### **Pharmacy and Blood Bank**

- That i may not be allowed to buy drugs from outside
- That the hospital may not have all the drugs or devices. For drugs and devices not available in the hospital, for procuring them from outside the hospital may include some extra service charges.
- That procuring some drugs may take few hours
- That a situation may arise where I may need a blood transfusion. I authorize hereby my treating doctors to arrange necessary blood from voluntary donors for transfusion. The hospital may charge for the investigations cost or may ask to replace the blood.
- That the blood bank is a hospital department and the blood is issued by them and transfused by the nurses under the supervision of the hospital resident/floor doctor/s. The treating honorary consultant/s' role is only to decide whether a transfusion is required or not. If any blood transfusion reaction occurs it is the responsibility of the hospital and not the treating doctors.

### **Treatment and Prognosis**

- That it is my responsibility to tell the doctors on a daily basis if I do not pass motion/flatus after 24 hours of stay in the hospital or if I do not pass urine in less than 8 hours on any day.
- That even giving intravenous fluids is not without any risk. There are chances of developing inflammation, infection, drip reaction (fever and chills), oozing of blood, and swelling from the IV site.

- That I have declared my history of any drug allergy, history of past illnesses and personal history including my habits and addition at the time of admission and same cannot be changed unless provided by proofs.
- That I have been told that doctors do not guarantee cure. They only provide treatment and do investigations to the best of their skills, acumen and knowledge.

### **Infection control policy**

- That I understand that the hospital has an infection control policy
- That the hospital does not allow bringing any food or any other eatables from outside
- That the hospital policy does not allow children to visit the hospital as relations.
- That there are strict visiting hours which my relations might have to abide.
- That the hospital does not allow flowers to be brought within the hospital premises.
- That the hospital is a smoking-free zone.
- That the hospital every week checks for the mosquito breeding.
- That I understand that the split ACs are more source of infections than window ACs
- That cross infections may occur in intensive care units
- That there are 5% chances of acquiring new infection in the hospital premises by me or my relations/friends visiting me. Getting hospital acquired infection/s in spite of precautions may not mean a medical negligence on the part of the treating doctors.
- That the hospital may not allow to bring thermometers from home.
- That even after taking all the care, it is still possible to develop bed sore/s and infections during the hospital stay depending upon my nutritional status and immunity.

### **Ward Leave**

- For any ward leave, I need to contact the treating doctor/floor doctor/floor manager/floor nursing staff and need to provide the reasons for the same.

### **Billing**

- That I have been explained about the hospital charges including the policy of advance payment and will abide by the same.
- That the hospital charges may be different for different categories of patients. It is not like a hotel where the difference is only in the room rent. The charges of surgery, anesthesia, doctors fee, etc. may vary as per the bed category chosen.
- That the hospital does not accept cheques and I have to pay either in cash or by demand drafts/ credit cards. I understand that if I pay by credit card, the charges may be extra.
- That the hospital charges more money for in-patients for investigations/procedures compared to outpatients.
- That in the hospital settings there are no provisions for concessions. The treating doctor/s should not be embarrassed for the same as they may have no role. Under MCI regulations 6.4.1 the doctors and the hospitals are not allowed to give any rebate, refund any fee for medical, surgical or other treatment.
- That under the **Foreign Corrupt Practices Act of 1977 (FCPA)** the hospital is not suppose to wave off the bill or provide rebate for a possible future favor.
- That I have to pay for all consumables which may include gloves, hand sanitizer, tissue paper, soaps, thermometer, etc and I have the right to carry back these disposables which have been issued/billed to me.
- That the hospital bill does not cover the follow up visits for which I may be billed separately
- That the hospital bills are computerized and may have computer errors. It's my duty to cross check the bill and get it sorted out with the billing department.
- That it's my duty to sign the bill and the discharge tickets at the time of discharge.
- That the hospital will/may not permit me to buy medicines or procure devices from outside hospital pharmacy, and for this may charge extra service charges.
- That it is my right to get a refund of unused medicine and disposables at the time of discharge.
- That I may be billed for disposable sheets, disposable gowns, disposable working gloves etc.
- That it may be possible that the hospital may provide devices/implants at a higher costs than their purchase price as the Indian Government does not have an MRP on these items. The hospital may charge more to cover the cost of expiry, inventory, accidental fall, etc. The treating consultant does not get any money out of these.
- That the honorary treating doctors bill their professional fee from the doctors through the hospital and the same reflects clearly in the bill. The fee includes hospital service charges for providing infra- structure for admitting the patients.

All other charges are billed by the hospital and belong to them. There is no system in which primary treating consultant get any cut or commission for admitting their patients in the hospital. The billing is transparent and fee charged by the doctors is transparently reflected in the bill.

### **Mediclaim / Insurance policy / PSU Cases**

- That I have understand there is a separate counter in the hospital to assist for Mediclaim / PSU / on Panel cases.
- That it is my duty to get Mediclaim form issued from the counter and get it filed and signed by the treating doctor and get it faxed to the TPA.
- That it is my duty (not my treating consultants) to follow it up with the TPA through the TPA desk.
- That the TPA form needs to be submitted within 24 hours of admission. If there is a delay, the primary doctors will not be responsible for the same.
- That if I leave the hospital in the night, I may end up in cancellation of my Mediclaim policy.
- That I understand that the Mediclaim insurance will cover only 1% of my insured amount as the room rent (2% for intensive care). If I upgrade any room, my charges will increase for other services also and insurance company may reimburse me for my room/other services as per original entitlement.
- That many of the consumables may not be covered by the Mediclaim policy/Public sector undertaking/Government units. For these I may be billed separately and may have to pay cash. It is my duty at the time of admission to clarify with the admission office as to which are the items which are not reimbursable.
- That it is my duty to get it clarified at admission whether or not my claim is cashless, credit or cash
- That I understand that on the day of discharge it may take 6-8 hours by the Mediclaim counter or the TPA to process my queries and finally sanction the claim.
- That I understand that it is my duty to disclose all my previous illnesses at the time of admission. Any false information added to Mediclaim may amount to a fraud.
- That I understand that even after provisional approval by TPA they can deny he cashless facility at the time of final billing sanction.
- That I have been made to understand that medi-claim does not mean 100% cashless facility. They may deny 10% of the cases and ask to pay the bill and then get it reimbursed later.



### **At the time of discharge**

- That at the time of discharge I will be given radiological films, ECGs etc. However, in medico-legal cases, this may be the property of the hospital for legal purposes.
- That I need to clear the whole bill before the hospital will give me the discharge ticket.
- That leaving the hospital without clearing the bill amount to an offence
- That if I need an ambulance I need to take from the hospital route.
- That at the time of discharge I will be given a copy of detailed discharge summary for my future records.
- That at discharge I will be given advise for drugs to be taken at home and future vaccination suggestions.

### **Medical certificates**

- **That** I understand that the medical Council does not allow doctors to provide a medical certificate for more than 15 days without a medical reason.
- That the hospital may charge money for issuing a certificate and the certificate is not valid without counter sign of the medical administrator and the patient.

### **Sudden death**

- That I understand that there is theoretical risk of sudden cardiac arrest in patients with uncontrolled blood pressure, uncontrolled diabetes, unstable heart blockages, morbid obesity, abnormal lipids, acute febrile illness (dengue, pneumonia,) etc.
- That I understand that sometimes while the patient is in the ward he or she may develop cardiac arrest due to lung clots ( pulmonary embolism) which may be life threatening. This usually happens when the person is lying on the bed for some time.
- That in case of sudden cardiac arrest in the hospital premises, the hospital policy is to Alarm Blue Code in which hospital intensive care team reaches the spot and provides resuscitative measures. The resuscitation may be done in the room or the patient may be shifted to the ICU. During this emergency, the treating primary doctor/s may or may not be there. Certain life threatening emergency procedures may be done at that moment.
- That in life threatening emergency no consent may be required
- That in an unforeseen situation like death I give/do not give permission to the hospital to initiate the process of an autopsy.

- That in an unforeseen situation like death I give/do not give permission to the hospital to initiate the process of organ donation.
- That I understand that at the time of death the hospital has provisions for cold mortuary on chargeable basis.
- That in an unforeseen situation like death the hospital may ask to clear the bill before the death certificate is released.
- That have understood that brain dead is death in India and it may take one or two days to decide brain death or not by way of investigations.
- That I understand that there is no Do Not Resuscitate Policy in India. It is my duty to follow the legal obligations regarding end of life issues.

### **My rights**

- **I** I understand that I have the right to choose my consultants.
- understand that with permission I am allowed to call my family doctor to discuss the case with the treating doctors.
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### **Privacy of my treatment**

- I understand that the hospital follows privacy policy and any information given by me is not disclosed to any other person without my permission.
- I hereby authorize \_\_\_\_\_ to be briefed about me in routine/emergency situation.
- In an unforeseen situation if I end up unconscious, paralyzed or I am not in a position to give a consent or specific consent or statement I hereby authorize \_\_\_\_\_ to give consent and take all decisions on my behalf.
- I understand that the hospital has a policy to examine any female patient in the presence of a female attendant or in the presence of the husband/father.
- While doing an ECG, X-ray or Echocardiogram, it may be possible that a male technician or the male doctor does the same in the presence of a female attendant. I hereby permit for the same.

### Dissatisfied

- At any stage, if I am dissatisfied with services of the hospital I need to inform the treating doctors/administration the same and not at the time of settling the bill.

### Special consent forms

- That is is an implied consent to get routine physical non intimate examination done
- That the above consent will cover most of the routine and emergency situations
- That i may be required to sign a separate specific consent for some surgeries and or anesthesia.

### Negligence and medical accidents

- That I understand that deviation from normal practice is not negligence.
- That I understand that medical accidents are known to occur and does not amount to negligence.
- That I understand that to error is human.
- That I understand that error of judgment is not negligence.
- That I understand that difference of opinion is not negligence.
- That there are certain unforeseen accidents which may occur in the hospital premises in spite of the precautions. These may include burn while taking steam, ECG electrode burn, electric monitor burn, fall from the bed, etc. etc.
- That in spite of the best care by the hospital there may be an accident of fall from the bed. To prevent that except in the intensive care areas, I am supposed to provide and keep an attendant with me.

### Applicable Laws

- That under **MCI 7.16** before performing an operation the physician should obtain in writing the consent from the husband or wife, parent or guardian in the case of minor, or the patient himself as the case may be.
- That in an operation which may result in sterility the consent of both husband and wife is needed.

- **That under MCI 7.17** no consent is required if the doctor discloses any of my details as long as my identity is not disclosed
- That in a case of IVF or artificial insemination detailed informed consent of both the partners is required.
- **That under MCII 7.22 Research** clinical drug trials or other research involving patients or volunteers as per the guidelines of ICMR can be undertaken, provided ethical considerations are borne in mind.
- I understand that in India we follow the concept of real consent and not informed consent. In a case decided by Supreme Court of India, SCI, Civil Appeal No. 1949 of 2004, 16.01.2008, Samira Kohli vs Dr. Prabha Manchanda and Anr, B.N. Agrawal, P.P. Naolekar and R.V. Raveendran, JJ, the following was observed. " Lord Bridge however made it clear that when questioned specifically by the patient about the risks involved in a particular treatment proposed, the doctor's duty is to answer truthfully and as fully as the questioner requires....." **He further held that remote risk of damage (referred to as risk at 1 or 2%) need not be disclosed but if the risk of damage is substantial (referred to as 10% risk), it may have to be disclosed".....** The court further observed that in India we may not follow the stringent consent as is the practice in the west.....