

**The following information is for your review
prior to your first appointment.**

**You will be asked to sign an electronic form of this document if
you wish to pursue cataract surgery when you schedule your
surgery dates.**



**This document is 7 pages long and it may be difficult to read in
our office as your eyes will be dilated.**

**Therefore, it is important for you read this document
before your visit.**

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Capital Eye Consultants

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INFORMED CONSENT FOR CATARACT SURGERY

WHAT IS A CATARACT AND HOW IS IT TREATED?

The lens within the human eye can become cloudy, resulting in blurred vision, glare, reduced contrast sensitivity and decreased color perception. This clouding of the lens is referred to as ‘cataract’ formation. Mostly, cataracts develop slowly as part of the normal aging process, however, cataracts may also form after injury to the eye, use of steroid medications or for other unknown reasons. If the cataract changes vision to a degree where it interferes with normal activities of daily living, then it qualifies for surgical removal. Currently, the only way to treat cataracts is through surgery. The normal lens, in its clear state, is responsible for approximately one-third of the focusing power of your eye. Because of that, the lens needs to be replaced by a man-made lens in order to provide the best possible vision. This lens is referred to as an intraocular lens or IOL.

HOW WILL REMOVING THE CATARACT AFFECT MY VISION?

Historically, the primary goal of cataract surgery is to restore clear, **correctable** vision; this means that patients **may still require glasses to correct distance or near vision**. Modern cataract surgery also includes a secondary goal of reducing the need for corrective lenses after cataract surgery. This may be accomplished by the use of specialty premium lenses that are not part of the standard cataract surgery coverage offered by health insurance. Additionally, cataract surgery cannot correct other causes for decreased vision such as macular degeneration, diabetic retinopathy or loss of vision from glaucoma.

WHAT TYPES OF IOLs ARE AVAILABLE?

Your referring doctor and the staff at Capital Eye Consultants will help you decide what type of IOL is best for your visual needs. There are IOLs available to treat near-sightedness, far sightedness and astigmatism. Standard IOLs provide either near or distance vision. These single focus lenses are called monofocal IOLs. Patients who have astigmatism benefit from a toric IOL, which is a specialty lens designed to correct astigmatism. This is still a monofocal lens and will provide vision either at near or far. A third category of IOL is multifocal lenses, which have improved greatly in recent years. These lenses are designed to correct vision from distance through near vision. Our staff is trained to discuss with you the pros and cons of the various lenses available to correct your vision.

WHAT IS ASTIGMATISM? ARE THERE OTHER TREATMENTS FOR IT?

In addition to having nearsightedness or farsightedness, many patients also have a condition known as astigmatism. Astigmatism is most commonly caused by the cornea, or front window of the eye. One way to picture astigmatism is to consider the cornea as having a shape like a section of an American football; in other words, the corneal surface has two curves. A normal eye, with no astigmatism, would have one curve like a European soccer ball. The presence of two curves on the cornea creates a blurred image.

This blurred image exists whether focusing at near or at far. As mentioned above, a toric lens is designed with two curves in the IOL which, when properly oriented for the axis of astigmatism, can correct most or all of a patient’s refractive error. In addition to toric IOLs, astigmatism can be reduced or corrected by glasses, contact lenses, refractive surgery (LASIK, PRK, LRI, and Femtosecond Laser-Assisted Cataract Surgery/FLACS).

A surgical procedure called a limbal relaxing incision (LRI) can be done at the time of cataract surgery. This additional procedure relaxes the steeper curve of the cornea resulting in a reduction or elimination of astigmatism. Surgical correction of astigmatism can also be achieved with a medical device called a femtosecond laser. This recently approved Food and Drug Administration (FDA) laser offers state-of-the-art precise and consistent incisions during cataract surgery and can make arcuate incisions in the cornea (astigmatic keratotomy, AK) to reduce astigmatism; however, this is not an option for the minority of people with small pupils.

Any attempt at astigmatic treatment can result in under- or over-correction. **In some cases, patients may still require glasses or other methods to correct residual astigmatism.**

LENS POWER PREDICTABILITY

The power of the intraocular lens used during your surgery is calculated based on clinical data and established IOL formulas. However, there is no guarantee that these methods will be totally accurate for every individual. Residual refractive error can be treated with glasses, contact lenses or further surgery including IOL exchange and corneal refractive surgery.

WHAT ARE THE MAJOR RISKS OF CATARACT SURGERY?

All surgeries have risks and can result in unsuccessful results, complications, or even loss of function. Cataract surgery is no exception; however, cataract surgery is the most frequently performed procedure in the United States. It has a high success rate in skilled hands. Cataract surgery is elective—this means the surgery is NEVER an emergency, and is done only if the patient wants to proceed. The major risks of cataract surgery include, but are not limited to, high intraocular pressure, swelling of the retina, retinal detachment infection within the eye, a droopy eyelid or irregular shaped pupil. Undergoing cataract surgery can result in loss of vision or loss of the eye. Depending upon the type of anesthesia used, other risks are possible including cardiac and respiratory problems and in extremely rare cases, even death.

A pre-operative consent form cannot include all possible outcomes; however, the following statistics are presented to help understand the relative success of this procedure.

95%	chance of better vision	5%	chance of swelling of the retina
0.1%	chance of blindness	10%	chance of needing YAG laser treatment, per year.
0.3%	chance of infection		
1%	chance of retinal detachment		
2%	chance of hemorrhage		

WHAT ARE THE MAJOR RISKS OF CUSTOM IOLs AND ASTIMATIC CORRECTION?

Custom lenses, including multifocal and toric IOLs are offered at the time of cataract surgery to reduce the patient's need for further vision correction after surgery, such as glasses, contact lenses or laser surgery. These are optional procedures which therefore have an out-of-pocket cost to the patient. Each patient must weigh the value of these extra services and decide if they are appropriate in their circumstance. Depending on your eye and the type of IOL you have selected, you may experience increased night glare or halos around point sources or light. At the time of surgery, the surgeon might not be able to put the IOL you chose in your eye due to factors only discovered during surgery.

Additionally, an IOL may need to be repositioned or replaced at a subsequent surgery. Since this IOL is a non-covered service, your insurance may not pay for repositioning or replacement of the lens.

There is no guarantee that cataract surgery, including the use of custom lenses, will improve your vision. As a result of surgery, it is possible that your vision could be made worse, although this is extremely rare.

In some cases, complications may occur weeks or months or even years after surgery. A common occurrence following cataract surgery is referred to as ‘after-cataract’ formation. Subsequent to cataract surgery, cells grow on the membrane supporting the implant. This opacification causes a return of blurred vision. After-cataract is treated with an in-office laser (YAG) at Capital Eye Consultants. Your referring doctor (i.e., primary optometrist) and the doctors at Capital Eye Consultants are trained to watch for this normal occurrence and to recommend treatment when appropriate.

CONCLUSION

This information is given to you so that you may make an informed decision about having cataract surgery. Take as much time as you wish to make your decision about surgery. A copy of this Consent will be given to you so that you may further review it at home. If any questions arise, please feel free to contact the doctors at Capital Eye Consultants, including your surgeon (Dr. Baldinger or Dr. Nazari).

PATIENT’S ACCEPTANCE OF RISKS

I understand that it is impossible for the doctor to inform me of every possible complication that may occur. By signing below, I agree that my doctor has answered all of my questions, that I have been offered a copy of this consent form, and that I understand and accept the risks, benefits and alternatives of cataract surgery. I have circled my choice for the type of IOL I wish to have implanted in my eye and any additional procedures to be performed at the time of cataract surgery.

STANDARD OPTION

_____ **Monofocal IOL**

I wish to have an IOL implanted at the time of surgery that is monofocal in nature and is covered under my insurance contract.

PREMIUM OPTIONS

_____ **Trifocal IOL (Alcon PanOptix® and PanOptix® Toric)**

I wish to have a trifocal IOL implanted at the time of surgery to correct presbyopia. I understand that this involves extra cost, not covered by my insurance (see additional Consent/ABN).

_____ **Extended Depth of Focus IOL (Alcon Vivity® and Vivity® Toric)**

I wish to have an extended depth of focus IOL implanted at the time of surgery to correct presbyopia. I understand that this involves extra cost, not covered by my insurance (see additional Consent/ABN).

_____ **Toric IOL**

I wish to have a toric IOL implanted at the time of surgery to correct my astigmatism. I understand that this involves an extra cost not covered by my insurance (see additional Consent/ABN).

_____ **Femtosecond laser-assisted cataract surgery (FLACS)**

I wish to have femtosecond laser-assisted cataract surgery. I understand there is additional cost for this procedure not covered by my insurance (see additional Consent/ABN).

_____ **Monovision Correction with IOLs**

I wish to have IOLs implanted that will create a distant focal point in one eye and a near focal point in the other eye to minimize my need for distance-to-near correction after surgery (see additional Consent/ABN).

I understand that I will be responsible for the costs of any surgery-related injuries. I also understand that no compensation will be offered to me in the event of an injury or complication. In the event of a complication with the cataract removal with intraocular lens implant, it might be possible that other surgery, eye drops, or even hospitalization may be required. Although some or even all of these costs may be covered by my health insurance policy, if they are not, I understand that I will be responsible for them. **I further understand that I will be billed separately by the surgical facility and that the surgical facility is in no way affiliated with Capital Eye Consultants.**

If I need a second surgical procedure, such as replacement or repositioning of my intraocular lens, I understand that although my surgeon may not charge me a surgical fee for the second surgical procedure, there will be additional fees from the surgery center where the procedure is performed and from the anesthesiologist, if one is required.

MEDICAL CLEARANCE / SURGICAL SCHEDULING

I have been informed of the need for a pre-operative consult before surgery (medical clearance and EKG from M.D.).

The surgery **date** is scheduled by Capital Eye Consultants. The **time** of surgery is scheduled by the surgical center. This date and time may be subject to alteration by the surgery center due to circumstances beyond their control. You will be notified prior to your surgery by the surgical center if a change is being made.

I understand that I am responsible for verifying my deductibles/co-insurance/co-payments with my insurance company at least 15 days before surgery. I also understand that payment of deductibles/co-insurance/co-payments, and premium services if applicable, are due to Capital Eye Consultants one (1) week prior to surgery for each eye. (The surgery center bills your insurance separately, so they will inform you of any insurance obligations for their facility fees.)

SURGERY CANCELLATION POLICY

We understand that a situation may arise that could force you to postpone or cancel your surgery. Please understand that such changes affect your surgeon, the surgery center, and other scheduled patients. If you must cancel your scheduled surgery, please contact your Surgical Coordinator immediately.

Surgeries cancelled within ten (10) business days and/or patients who fail to provide medical clearance one (1) week prior to their surgery date(s) are subject to a \$250.00 cancellation fee (except for a medical reason for which we require a doctor's note).

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John C. Baldinger, M.D., with other area physicians, has a minority interest in the Fairfax Surgical Center. Kourosh Nazari, M.D., with other area physicians, has a minority interest in the Palisades Eye Surgery Center. As of 2017, more than 90% of ambulatory surgery centers (ASCs) have at least some physician ownership countrywide per the *Journal of the American College of Surgeons: September 2022 - Volume 235 - Issue 3 - p 539-543*. You are hereby being informed of this ownership interest to offer you an opportunity to select another provider for your surgery, if you so desire.

I agree with the entirety of this Informed Consent and allow the doctor I have specified, John C. Baldinger, M.D. or Kourosh Nazari, M.D., to perform upon myself cataract surgery with an intraocular lens implant.

AGREEMENT AS TO RESOLUTION OF CONCERNS

“T”, “Patient/Guardian” shall be understood to mean _____.

“Physician” shall be understood to mean JOHN C. BALDINGER, M.D., or KOUROSH NAZARI, M.D., and CAPITAL EYE CONSULTANTS.

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. Further, I agree that these physicians retained by me or on my behalf to be expert witnesses will be members in good standing with the American Academy of Ophthalmology.

I agree the expert(s) will be obligated to adhere to the guidelines or code of conduct defined by the American Academy of Ophthalmology 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 or other dependents.

Physician and Patient/Guardian agree that these provisions apply to any claim for medical mal-practice 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.