CASA INFORMED CONSENT FOR

THE EXAMINATION AND TREATMENT OF A MINOR

Patient and Practitioner Details

Child's Name: _____

Date of birth: _____

Parent / Legal Guardian: _____

Relationship to Child: _____

Address / Contact Details: _____

Practitioner Name: _____

Registration Number: _____

1. Purpose and Scope

Entering into a therapeutic relationship creates duties and responsibilities for both the practitioner and the parent/guardian. This consent form explains the nature and expected benefits of the treatments offered by the Practitioner, the potential risks and alternatives, and the rights and responsibilities of the child and the parent or guardian. It serves as the basis of the therapeutic contract between the practitioner and the patient. The practice complies with the National Health Act 61 of 2003, Allied Health Professions Act 63 of 1982, Children's Act 38 of 2005, Protection of Personal Information Act (POPIA) and the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002. The consent process is ongoing, and the parent/guardian is encouraged to ask questions at any time.

2. Child's Rights

1. **Right to Confidentiality and Dignity:** The child's personal information and dignity will be respected. All medical records are kept confidential and will

only be released with proper authorisation or as required by law. The child will not be kept partially undressed or otherwise for longer than is necessary for examination or treatment, and they are entitled to a chaperone during examinations. If a competent child requests that certain information not be shared with a parent or guardian, the practitioner will respect this request unless disclosure is essential for the child's welfare or required by law. In such cases, the practitioner will discuss the need for disclosure with the child before sharing the information.

2. **Participation in Decisions:** Children who are capable of understanding have the right to participate in decisions regarding their care. The practitioner will engage the child in a manner appropriate to their level of understanding. Minors aged 12 years or older and of sufficient maturity may consent to their own medical treatment.
3. **Access to Records:** Children aged 12 years or older can access their own health records on request. For children under 16 years, parents or legal guardians may apply for access to the records, but access should only be granted if the child provides written authorisation. Parental access may be withheld when disclosure would not be in the child's best interests, violate another law, or pose a serious threat to the child's safety or to public health.
4. **Freedom to Refuse Treatment:** The child (if of sufficient maturity) or the parent/guardian may refuse any proposed treatment or withdraw consent at any time without prejudice to future care. Consent is voluntary and can be withdrawn orally or in writing.
5. **Right to Refuse Recording:** The child and parent/guardian have the right to decline any audio or video recording of consultations. No recording will take place without the express, mutual consent of the practitioner and the parent/guardian.

3. Parent/Guardian Rights and Responsibilities

1. **Right to Information and Questions:** The parent/guardian has the right to receive a clear explanation of the child's condition, proposed treatments, expected benefits, potential risks and alternatives. Questions are encouraged at any time; the practitioner will endeavour to answer fully and honestly. This right is balanced with the child's confidentiality; where a competent child requests that certain information remain private, the practitioner may limit disclosure to protect the child's wellbeing unless disclosure is necessary for the child's best interests or legally required.
2. **Right to Restrict Disclosure:** Parents or legal guardians may restrict how their child's personal health information is used and may limit its sharing with other healthcare providers or third parties. These restrictions must be put in writing and may affect treatment options.

3. **Right to Second Opinions and Referrals:** The parent/guardian may seek a second opinion or request referral to another healthcare provider at any time.
4. **Right to Request Telehealth:** Telehealth consultations may be offered when appropriate, and the parent/guardian may request an in-person consultation instead of telehealth. Messaging applications such as WhatsApp will only be used for administrative communications (e.g., scheduling appointments and reminders); sensitive clinical information will not be shared via these platforms.
5. **Right to Record Consultations:** Under the Regulation of Interception of Communications Act, parents may request to record consultations for personal records. The parent/guardian must inform the practitioner before any recording takes place. Recording is only permitted when both the practitioner and the parent/guardian agree, and such agreement must be documented. Unauthorized recordings are not permitted.
6. **Duty to Provide Complete Information:** The parent/guardian must disclose all health-related information about the child, including symptoms, injuries, medications, allergies and previous treatments, as accurate information is essential for safe and effective care.
7. **Duty to Review Supplementary Information:** Where practical, digital links to detailed explanations of the child's condition and proposed treatments will be provided, and the parent/guardian is responsible for accessing and understanding these materials.
8. **Duty to Report Side Effects:** If the child experiences any adverse reactions or side effects following treatment, the parent/guardian must inform the practitioner promptly. Failure to report side effects may be taken as confirmation that the treatment outcome was satisfactory.
9. **Financial Responsibility:** I acknowledge that I am personally responsible for the payment of all professional fees, products, and related costs arising from my child's assessment and treatment. Where applicable, medical aid or insurance claims will be submitted as a courtesy; however, I remain responsible for any co-payments, shortfalls, items not covered by the scheme, or any amounts rejected by the medical aid. All accounts are payable on presentation, and outstanding balances may attract collection costs if not settled within the agreed period.

4. Consent and Treatment

1. **General Consent:** Signing this form authorises the practitioner to conduct a clinical examination and provide appropriate treatment. The practitioner may perform case-appropriate tests, including physical examination, range-of-motion assessment, postural analysis and orthopaedic or

neurological tests. Prior to any specific procedure, a detailed explanation of that procedure will be provided, and separate consent will be obtained.

2. **Therapeutic Approaches:** Treatment may include, but is not limited to, manual therapy (such as chiropractic adjustments or joint mobilisation), soft tissue techniques (such as massage), dry needling (when age appropriate), electrotherapy modalities (e.g., ultrasound or interferential current), remedial exercises, and lifestyle advice. When indicated, the practitioner may recommend referral for laboratory tests or diagnostic imaging.
3. **Risks and Side Effects:** Most treatments carry a low risk of harm. Possible side effects can include temporary soreness, light-headedness, fatigue, bruising or tenderness around the treatment area. Serious complications are extremely rare but may include nerve irritation, fractures or aggravation of underlying conditions. Dry needling and other modalities may involve their own risks, which will be explained prior to use.
4. **Benefits and Alternatives:** Potential benefits include reduced pain, improved movement and function, and enhanced quality of life. Alternatives to the proposed treatment, including doing nothing, may be discussed.
5. **Authorisation to Refer:** The parent/guardian authorises the practitioner to refer the child to another healthcare provider or for diagnostic tests if deemed necessary. The parent/guardian will be informed of any referrals.

5. Privacy and Confidentiality

1. **Data Protection:** All personal information will be collected, stored and processed in accordance with the Protection of Personal Information Act. Records will be kept securely for the period required by law. The practitioner respects the child's privacy and will not disclose information without consent, except where required by law or ethical obligations.
2. **Research and Case Studies:** Any publication or presentation of clinical cases will anonymise personal information. The practitioner will obtain specific consent before using a child's case for teaching or research.

6. Digital Communication and Recordings

1. **Telehealth:** Telehealth consultations may be used when appropriate. The practitioner will ensure that privacy is maintained and that the child's identity is verified. The parent/guardian may request an in-person consultation instead of telehealth.

7. Duration of Consent and Withdrawal

Consent remains in effect until the child's condition resolves, or the parent/guardian or child (if capable) withdraws consent. Withdrawal of consent must be communicated to the practitioner. The parent/guardian remains responsible for any fees incurred up to the point of withdrawal.

8. Mediation and Arbitration of Disputes

Should a dispute arise in connection with this consent, a billing dispute or any treatment provided, the parties agree to first attempt to resolve the dispute by compulsory mediation, using a mutually agreed mediator in South Africa. If mediation fails to resolve the matter, the dispute will be referred to arbitration conducted in South Africa in accordance with the Arbitration Act 42 of 1965, using an arbitrator mutually agreed by the parties. This clause does not limit the right of either party to lodge a complaint with the Allied Health Professions Council of South Africa (AHPCSA) or any other competent authority but does limit the parties' rights to litigate in a court of law on any aspect of this agreement not first mediated or arbitrated.

Acknowledgement and Signatures

I, the undersigned parent or legal guardian, confirm that I have read and understood this informed consent form, including the rights and responsibilities set out above. I have had the opportunity to ask questions and have received satisfactory answers. I understand that I may withdraw my consent at any time. By signing below, I acknowledge that I consent to the examination and treatment of the minor as described.

Parent / Legal Guardian Acknowledgement

Name of Parent or Legal Guardian (Print):

_____

Signature of Parent or Legal Guardian:

_____

Date: _____

Witness:

Name of Witness (Print):

_____

Signature of Witness:

_____