



Client details/ label

CHILD/ YOUNG ADULT CONSENT FORM

Date: _____

INTRODUCTION

This is a consent form to authorise Eastern Palliative Care (**EPC**) to:

- provide specialist palliative care services to you or the person for whom you are the authorised representative and
- to collect and handle your personal information and health information.

Authorised representatives may include a parent, Medical Treatment Decision Maker (**MTDM**), guardian, or other legally authorised representative. see ^Section below, Person Signing on behalf of the client.

EPC SERVICES AND PRIVACY OF YOUR INFORMATION

By agreeing to the terms of this form, you or your authorised representative acknowledges and agrees to the following:

- Request admission to EPC's Service.
- You have a life-limiting illness and understand that the goals of care are aimed to improving your quality of life.
- An EPC staff member has explained the type of care and other services that EPC may provide during the course of your illness and any risks associated with these services, and service provision will be guided by shared decision making with you, EPC staff, and your carers.
- You have had the opportunity to discuss your proposed care and this form with an EPC staff member, and you also understand that you have the opportunity to ask questions about the proposed care at any time.
- You will ask family member(s) or significant others to respect your choices when fulfilling the role of primary caregiver(s).
- EPC adheres to relevant privacy and health records legislation when collecting and handling your information. In accordance with this legislation, EPC:
 - a. collects information relating to your referral sources
 - b. collects your personal information including your contact details and nominated next of kin/ carer, as this information is used for care planning purposes
 - c. to assist in providing you with the best possible care, collects your relevant health information, and may share your information with other healthcare providers or services, such as general practitioners, specialists, hospitals, ambulances, and equipment providers, to the extent this is necessary for your care
 - d. collect and stores your information in EPC's electronic medical record
 - e. collects and shares your information with funders/ government departments to the extent this is required by the relevant funding arrangements or government requirements
 - f. collects and may share your de-identified information for research (such as with EPC partners and/or universities), and for benchmarking and quality improvement activities
 - g. collects and shares your information from other person/s, services as nominated by you (if any):

Please nominate

- h. collects and shares information to and from the My Health Record – a secure digital record of your health information – if you have enabled one (the visibility of this information can be controlled by you)
- i. collects your information you submit through the ‘PalCare Home’ app, if you use this app (discussed below)
- Other than in the ways described above, EPC will not share your information with other persons or organisations without your further consent, unless we are required or authorised by law to do so, such as where this is required by a subpoena , court order, concerns of harm, neglect, physical and/ or psychological abuse.

If you do not wish for your information to be collected from or shared with a particular person or organisation, please tell us by providing these details below. We will not collect or share your information from or with these persons/organisations unless we are otherwise required or authorised by law to do so:

.....

.....

PALCARE HOME APP

If you or your MTDM representative uses the ‘PalCare Home’ app (**the App**), you/ MTDM acknowledge and agree that:

- the App only facilitates the recording of symptoms like a personal diary, to enable you or the MTDM to -assess your symptoms and help you self-determine when you should contact EPC
- the App is not a diagnostic tool and is not designed to be used for your specific treatment
- the App should not be used as a substitute for in-person assessment, diagnosis and treatment by a health professional
- while EPC will collect information you submit through the App, your use of the App and any information you submit via the App will be unsupervised
- you or your MTDM acknowledges and accepts the risks in using the App without supervision, including the risk of personal injury and loss to you
- to the extent permitted by law, EPC does not make any warranties or representations regarding the quality or accuracy of information provided through the App
- to the extent permitted by law, EPC is released from all liability related to information provided by you or your nominated authorised representative
- to the extent permitted by law, EPC is released from all liability related to information provided by you or your nominated MTDM
- to the extent permitted by law, EPC is released of all liability in respect of any losses, damages, injury to property or person, and costs incurred or suffered directly or indirectly in connection with the use of the App or in connection with any information provided through the App



RELATIONSHIP BETWEEN EPC, THE CLIENT/ FAMILY AND/OR CARERS

- EPC promotes the comfort and dignity of younger clients and addresses the physical, emotional and social needs of the client and family through a multidisciplinary team approach.
- Client care is provided by professionals and volunteers both on a scheduled basis generally between Monday – Friday, and with on call assistance afterhours.
- EPC provides a consultation service and does not take the place of the family in caring for the child/ young adult client.
- EPC staff do not replace the child/ young adult client’s attending medical providers and will consult with them in relation to symptom control as a member of the multidisciplinary team.
- Notations will be made on EPC’s medical records including care plans concerning the medical, nursing, psychosocial, and personal information to assist with care delivery processes.

ADDITIONAL INFORMATION PROVIDED WITH THIS FORM

You or your MTDM acknowledges and agrees that you have received the following additional information with this form:

- Provision of your home team folder containing phone numbers for assistance and client information
- ‘EPC About us’ brochure detailing Clients Rights and Responsibilities- Aggression or violence towards staff in any form (racial, verbal or physical) is never ok.

CONSENT/AGREEMENT

By signing this form below or otherwise providing us with your agreement to this form, you confirm that you understand and agree to all the above terms, including the care to be provided to you and the way your information will be handled.

You can withdraw your consent at any time. Please discuss with EPC staff.

Client Consent (Age 16-18yrs)

Print Client’s name

Date

Client’s signature (Not required if younger than 16 yrs)

Parent(s) / legal guardian (Pls Circle)

Print name **Signature**

If the client is a young adult between 16-18 years (or the child is otherwise sufficiently mature to provide informed decision making), it is preferable that both the client and parent / MTDM, guardian sign the consent form; if the client is younger than 16 years old (and the child is not mature enough to provide informed decision making) only the parent’s or guardian’s signature is required.

Print staff name **Staff Signature**

Designation

Person signing consent on behalf of the Client must complete:

Print name Date.....

Signature..... ^ Relationship.....

Evidence of legal documentation provided

- Guardianship.....
- Children’s court protection order/ Medical Power of Attorney
.....
- Dual custody arrangements/ Other
.....

Plans to provide legal documentation if not immediately available.....

- Legal documentation provided as applicable: Please List
.....

Section 55(4) of the *Medical Treatment Planning and Decisions Act 2016* states the minor’s medical treatment decision maker is: “the child’s parent or guardian or another person with parental responsibility for the child who is reasonably available and willing and able to make the medical treatment decision”.

^Parent

This is defined in the [Children Youth and Families Act 2005](#):

parent, in relation to a child, includes:

- the father and mother of the child
- the spouse of the father or mother of the child
- the domestic partner of the father or mother of the child
- any person who has parental responsibility for the child, other than the Secretary
- a person whose name is entered as the father of the child in the register of births in the Register maintained by the Registrar of Births, Deaths and Marriages under Part 7 of the *Births, Deaths and Marriages Registration Act 1996*
- a person who acknowledges that he is the father of the child by an instrument of the kind described in section 8(2) of the *Status of Children Act 1974*
- a person in respect of whom a court has made a declaration or a finding or order that the person is the father of the child.

Guardian

The *Child Employment Act 2003* defines it as: **guardian**, in relation to a child, means a person on whom parental responsibility for the child has been conferred (whether alone or with another person or persons) under the Children, Youth and Families Act or any other Act or law of a State or Territory or the Commonwealth.

The *Limitation of Actions Act 1958* similarly defines it as: **guardian** of a minor includes any person on whom parental responsibility for the minor is conferred under the Children, Youth and Families Act or any other Act or law.

A person with parental responsibility

This is defined in the Children Youth and Families Act as: “in relation to a child, means all the duties, powers, responsibilities and authority which, by law or custom, parents have in relation to children”.