

# INFORMED CONSENT AGREEMENT



**Practice:** Rosella Care Therapy

**Practitioner:** Ella Tobin

**Location:** Newcastle and Hunter Valley Region, New South Wales, Australia

**Date Created:** 2 March 2026

**Last Updated:** 19 March 2026

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## 1. Practitioner Details

**Practitioner:** Ella Tobin

**Practice:** Rosella Care Therapy

**Email:** admin@rosellacaretherapy.com

**Phone:** 0494 156 839

## 2. Definitions

For the purposes of this Agreement:

**Client** means the individual receiving therapeutic services from Rosella Care Therapy.

**Practitioner** means Ella Tobin providing services trading as Rosella Care Therapy.

**Services** means therapeutic, counselling, and related professional support services provided by the Practitioner.

**NDIS Participant** means a Client receiving services funded through the *National Disability Insurance Scheme*.

**Telehealth** means therapy delivered via telephone, video conferencing, or other online communication platforms.

## 3. Purpose of This Agreement

This Agreement outlines the terms under which therapeutic services are provided by Rosella Care Therapy.

The purpose of this Agreement is to ensure that Clients:

- Understand the nature and scope of services
- Are aware of their rights and responsibilities
- Understand confidentiality and its legal limits
- Are informed about potential risks and benefits of therapy

- Understand fees, billing, and cancellation arrangements
- Provide voluntary and informed consent to participate in Services.

Informed consent is an ongoing process. Clients may ask questions, request clarification, or withdraw consent at any time.

This Agreement reflects professional and regulatory guidance including the standards of the **Australian Psychological Society** and regulatory oversight by the **NDIS Quality and Safeguards Commission** where applicable.

## 4. Nature and Scope of Services

Rosella Care Therapy provides individual therapeutic services using **evidence-based, neuroaffirming, and strengths-based approaches.**

Services may include:

- Talk-based therapy
- Emotional regulation strategies
- Psychoeducation
- Creative or expressive therapeutic modalities
- Goal-focused therapeutic work
- In-person or telehealth sessions.

Therapy is a collaborative process and Clients are encouraged to actively participate in goal setting and progress reviews.

The Practitioner makes **no guarantees, warranties, or representations regarding specific therapeutic outcomes.** Progress and outcomes vary between individuals and cannot be predicted.

Rosella Care Therapy provides therapeutic support services and **does not provide emergency, medical, psychiatric, or crisis intervention services.**

## 5. Voluntary Participation

Participation in therapy is voluntary.

Clients may:

- Ask questions about the therapeutic process
- Decline to answer questions
- Request changes to therapeutic approaches
- Seek a second opinion
- Withdraw consent and discontinue therapy.

For NDIS participants, these rights align with the principle of **choice and control.**

Where therapy is court-ordered or required by another authority, additional legal obligations may apply.

## 6. Clients Rights and Responsibilities

### 6.1 Client Rights

Clients have the right to:

- Be treated with dignity and respect
- Receive services delivered safely and ethically
- Participate in decisions regarding therapy
- Receive information about the services provided
- Make a complaint or provide feedback
- Access their personal information where permitted by law
- Withdraw consent at any time.

### 6.2 Client Responsibilities

Clients are expected to:

- Provide accurate and relevant information where reasonably possible
- Attend scheduled appointments or provide appropriate cancellation notice
- Treat the practitioner respectfully and refrain from threatening or abusive behaviour
- Inform the practitioner of significant changes affecting therapy
- Meet agreed payment obligations.

Failure to meet these responsibilities may result in review or termination of Services.

## 7. Assessment and Treatment Planning

Early sessions may involve assessment to understand:

- Presenting concerns
- Personal history
- Strengths and supports
- Potential risks

Based on this assessment, collaborative therapy goals may be developed.

Treatment plans may evolve over time depending on progress and emerging needs.

Where a client's needs fall outside the practitioner's scope of competence, referral to another provider may be recommended.

## 8. Risks and Benefits of Therapy

### 8.1 Potential Benefits

Therapy may support:

- Emotional regulation
- Improved self-understanding

- Enhanced relationships
- Development of coping strategies
- Reduction in distress.

## 8.2 Potential Risks

Therapy may involve:

- Discussing distressing experiences
- Temporary emotional discomfort
- Increased awareness of personal challenges
- Changes in relationships or life circumstances.

Clients are encouraged to communicate concerns during therapy.

## 9. Confidentiality

Information shared during therapy is treated as confidential and managed in accordance with the *Privacy Act 1988 (Cth)* and the *Health Records and Information Privacy Act 2002 (NSW)*.

Confidential information may include:

- Verbal disclosures
- Written communications
- Clinical notes
- Electronic records.

Information will not be disclosed without consent unless required or authorised by law.

## 10. Limits of Confidentiality

Confidentiality may be limited where:

- There is a serious and imminent threat to life, health, or safety
- There is suspected abuse or neglect of a child
- Records are required under subpoena or court order
- Disclosure is required under NDIS legislation
- Disclosure is otherwise required by law

Where possible and lawful, the Client will be informed before disclosure.

## 11. Legal Proceedings and Subpoenas

If records are requested through a subpoena, court order, or other lawful processes, Rosella Care Therapy may be legally required to provide information.

Where appropriate and lawful, reasonable efforts will be made to notify the Client before records are released.

Time spent responding to legal requests, preparing documents, or attending court may be charged at the practitioner's professional rate where permitted by law.

## 12. Privacy and Information Handling

Rosella Care Therapy collects personal and health information to:

- Provide therapeutic services
- Maintain clinical records
- Communicate with clients
- Meet legal and ethical obligations
- Manage administrative and billing processes.

## 13. Storage and Security of Information

Rosella Care Therapy takes reasonable steps to protect personal information from misuse, interference, loss, unauthorised access, modification, or disclosure.

Client information may be stored:

- On secure password-protected devices
- Within encrypted practice management systems
- On secure cloud-based platforms operated by reputable service providers.

Where reasonably practicable, information is stored on systems located **within Australia**.

Where third-party technology providers operate international infrastructure, reasonable steps are taken to ensure appropriate privacy and data security safeguards consistent with Australian Privacy Principles.

Access to client information is restricted to authorised persons where necessary.

## 14. Access to Records

Clients may request access to their records in accordance with applicable privacy legislation.

Access may be refused in limited circumstances permitted by law.

Reasonable administrative fees may apply for preparation or release of records where permitted.

## 15. Record Retention

Health records will generally be retained:

- For a minimum of 7 years for adult clients
- Until age 25 for clients who were under 18 at the time of service.

Records may be retained longer where required for legal, regulatory, insurance, or professional obligations.

## 16. Telehealth Services

Telehealth services may be delivered via secure communication platforms.

Clients acknowledge that telehealth may involve risks including:

- Technological disruptions
- Reduced ability to respond to emergencies
- Limitations in observing non-verbal communication.

Clients are responsible for ensuring privacy at their location.

Telehealth services may not be suitable for crisis situations.

## **17. Fees and Billing**

Fees for services are outlined in the Fee Schedule within the Service Agreement.

Payment is required according to agreed terms.

Self-managed NDIS participants are responsible for payment and reimbursement.

Invoices may be sent to a plan manager where authorised.

Outstanding accounts may result in suspension or termination of services.

## **18. Cancellations and Non-Attendance**

Cancellation requirements are outlined in the Service Agreement.

Late cancellations or non-attendance may incur a cancellation fee.

NDIS cancellation charges will align with current NDIS Pricing Arrangements.

## **19. Communication Between Sessions**

Communication between sessions is generally limited to administrative matters.

Rosella Care Therapy does not provide crisis or 24-hour support services.

In an emergency, clients should contact:

- 000
- Lifeline – 13 11 14
- Their nearest hospital emergency department.

## **20. Mandatory Reporting and Safety Obligations**

The practitioner has legal obligations relating to:

- Mandatory reporting of child abuse or neglect
- Risk of serious harm
- NDIS reportable incidents.

Client safety takes priority where these obligations arise.

## **21. Consent for Minors**

Where the client is under 18 years of age:

- Consent must be provided by a parent or legal guardian

- The young person's views will be considered where appropriate.

### **21.1 Confidentiality for Young Clients**

Rosella Care Therapy recognises the importance of providing young people with a confidential therapeutic space.

While parents or guardians provide consent for therapy, a level of confidentiality may be maintained to support effective engagement.

Information may be shared with parents in general or summary form unless:

- The young person consents to disclosure
- Disclosure is required by law
- There is a serious safety concern.

## **22. Limitation of Liability**

To the maximum extent permitted by law, Rosella Care Therapy and the Practitioner shall not be liable for indirect or consequential loss arising from participation in therapy services.

Nothing in this Agreement excludes liability where such exclusion is prohibited by Australian law.

## **23. Complaints and Feedback**

Clients have the right to provide feedback or make a complaint.

Complaints may be made directly to Rosella Care Therapy or to external regulators including the **NDIS Quality and Safeguards Commission**.

A Complaints and Feedback Policy is available upon request or can be found on our website.

## **24. Termination of Services**

Services may be discontinued where:

- The Client chooses to end therapy
- Fees remain unpaid
- Therapy is no longer clinically appropriate
- Threatening or abusive behaviour occurs
- Conflicts of interest arise.

Where appropriate, referrals may be provided.

## **25. Governing Law**

This Agreement is governed by the laws of New South Wales, Australia.

## **26. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions remain in full effect.

## 27. Client Declaration and Consent

By signing this Agreement, the Client confirms that:

- They have read and understood this document
- They have had the opportunity to ask questions
- They understand confidentiality and its limits
- They understand the risks and benefits of therapy
- They voluntarily consent to participate in services.

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If signing for a minor or person under guardianship:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_