

Consent & Service Agreement

Psychological Services

As part of providing clinical psychology services to you, psychologist Andrew Mair of Nocturne Sleep Psychology, needs to collect and record personal information from you that is relevant to your situation, such as your name, contact details, medical history and other relevant information. This collection of personal information will be a necessary part of the psychological assessment and treatment that is conducted.

Fees and Cancellation Policy

The cost of a standard consultation is **\$260** and this payable at the end of the session unless covered by a third-party payer (e.g., Open Arms, WorkCover). If you need to cancel or postpone your appointment, please provide the practice with notice of at least at **one full business day** (24 hours), otherwise you will be charged half of the session fee. This fee may be waived only under exceptional circumstances and further appointments may not be made until it is paid.

Purpose of Collecting and Holding Information

Your personal information is gathered as part of your assessment and treatment, is kept securely and, in the interests of your privacy, used only by your psychologist, authorised personnel of the practice and any authorised service provider in accordance with the practice's policies and procedures. Your personal information is retained to document what happens during sessions and enables the psychologist to provide a relevant and informed psychological service to you.

Automated Note Taking

Andrew uses **NovoNote**, an automated tool designed to assist with taking session notes. Below is an explanatory statement about the technology and a consent form.

1. **Purpose of the automated note taker:** The use of an AI enhanced note taker was adopted to enable Andrew to focus more on communication and your care during sessions, rather than being distracted by manual note-taking.
2. **What is Saved:** As a healthcare provider, we keep notes of our contact with you to help us serve you better. Our AI note taker, NovoNote, helps by transcribing the session and then providing a summary of that session. Typically, the transcript of the session will be deleted and will not make up part of your patient file, while the summary is saved as part of your file. Audio of the session is never saved.
3. **Compliance and Security:** NovoNote complies with the Australian Privacy Principles and is compliant with AHPRA and HIPAA standards. It adheres to industry encryption and security protocols. NovoNote operates on a secure server in Australia and your data does not contribute to training AI models. For more detailed information on the security measures and protocols of NovoNote, please visit the security page: NovoPsych.com.au/NovoNote_Security

Privacy Policy

A more detailed description is provided in the practice's Privacy Policy for management of personal information, which can be obtained by contacting the Practice Manager. The Privacy Policy contains information about how to access and seek correction of your personal information, and how to lodge a complaint about our management of your personal information.

Access to Client Information

At any stage you are entitled to access your personal information kept on file, subject to exceptions in the relevant legislation. The psychologist may discuss with you, different possible forms of access.

Disclosure of Personal Information

All personal information gathered by the psychologist during the provision of the psychological service will remain confidential except when:

1. it is subpoenaed by a court, or disclosure is otherwise required or authorised by law; or
2. failure to disclose the information would in the reasonable belief of Nocturne Sleep Psychology placing you or another person at serious risk to life, health, or safety; or
3. your prior approval has been obtained to
 - a. provide a written report to another professional or agency. e.g., a GP or a lawyer; or
 - b. discuss the material with another person, e.g., a parent, employer, health provider or third-party funder; or
 - c. disclose the information in another way; or
 - d. disclose to another professional or agency (e.g., your GP) and disclosure of your personal information to that third party is for a purpose which is directly related to the primary purpose for which your personal information was collected.
 - e. Your personal information is not disclosed to overseas recipients, unless you consent, or such disclosure is otherwise required by law. Your personal information will not be used, sold, rented, or disclosed for any other purpose.

If unauthorised access, disclosure, or loss of a client's personal information occurs, our data breach plan will be activated and we use all reasonable endeavours to minimise any risk of consequential serious harm.

Telehealth Services

Where appropriate services may be provided by telephone or videoconferencing. You are responsible for the costs associated with setting up the technology needed so you can access telehealth services.

Nocturne Sleep Psychology will be responsible for the cost of the call to you and the cost associated with the platform used to conduct telehealth services. To access telehealth consultations, you will need access to a quiet, private space; and the appropriate device, i.e. smartphone, laptop, iPad, computer, with a camera, microphone and speakers; and a reliable

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broadband internet connection. It is your responsibility to advise your clinician if your location changes from one session to another.

The privacy of any form of communication via the internet is potentially vulnerable and limited by the security of the technology used. To support the security of your personal information this practice uses video conferencing which is compliant with the Australian standards for online security and encryption.

A telehealth consultation may be subject to limitations such as an unstable network connection which may affect the quality of the psychology session. In addition, there may be some services for which telehealth is not appropriate or effective. Your clinician will consider and discuss with you the appropriateness of ongoing telehealth sessions.

Professional Supervision and the Psychology Board of Australia Code of Conduct.

The Psychology Board of Australia operates under the Australian Health Practitioner Regulation Authority (AHPRA) and requires all registered psychologists to engage in ongoing professional supervision as a fundamental part of maintaining competence and ethical practice. This process ensures that your psychologist's practice meets the high professional and ethical standards set out in the AHPRA-adopted Code of Conduct. Supervision is crucial for ensuring you receive the best possible service and treatment and is a key mechanism for public protection.

Maintaining Client Anonymity and Confidentiality

Your privacy is paramount. While your psychologist is required to discuss aspects of their clinical work in supervision, they are also ethically and legally bound to protect your identity. Client information is strictly de-identified and kept anonymous during all professional supervision activities.

How Your Information is De-identified

De-identification involves removing or altering any information that could directly or indirectly reveal your identity. This includes:

- **Removing Direct Identifiers:** Your name, date of birth, address, phone number, and specific occupational details are never shared.
- **Altering/Generalising Contextual Details:** Any unique details that could potentially allow you to be identified (e.g., *a unique career, a very specific hobby, or a rare geographic location*) are typically changed or presented in a generalised way. For example, "a university student studying medicine" may be discussed simply as "a young adult client" or "a person in tertiary education."
- **Focusing on Clinical Dynamics:** Discussions focus primarily on clinical issues, therapeutic process, countertransference, ethical dilemmas, and the psychologist's interventions, rather than an in-depth life history of the client.

Scope of Supervision Situations

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Client information may be shared in a de-identified format across a range of professional supervision contexts. In all of these situations, the same high standard of de-identification and confidentiality is maintained. The supervisor and all other professionals involved are also bound by strict AHPRA and professional ethical codes regarding confidentiality. These may include:

- **Individual Supervision:** A one-on-one session with a qualified professional colleague.
- **Case Discussions:** Brief, formal discussions about clinical material that may occur in a confidential setting with other trusted colleagues or members of a supervision team.
- **Peer Networks/Consultation:** Confidential discussions with a small group of trusted, experienced, and ethically bound peers.
- **Case Presentations in Group Settings:** Formal presentations of a clinical case to a small group of colleagues for in-depth feedback, where the focus remains strictly on the professional learning points and the client is thoroughly de-identified.

You have the right to refuse to give consent for your information being shared for the purposes of professional supervision. If you exercise this right, and continue with therapy, you acknowledge that this may potentially impact the quality of care. By signing the formal consent form, you acknowledge that you have been informed of and understand the requirements for your psychologist to engage in professional supervision and the measures taken to protect your anonymity and confidentiality.

Please tick this box if you **DO NOT CONSENT** to your de-identified information being shared for the purposes of professional supervision.

Agreement

Your use of this service is tantamount to agreement to our Policy for Management of Personal Information, including the limitations to privacy and confidentiality. In particular, your use of this service, means that in circumstances where the clinician is concerned about your welfare and is unable to contact you, your use of this service extends to permission granted for your clinician to contact your emergency contact and/or doctor.

I, *(full name in block capitals)* _____

have read and understood this Consent & Service Agreement Form. I agree to the above conditions for the psychological service provided by *Andrew Mair* of Nocturne Sleep Psychology.

I consent to the audio of my session being processed by **NovoNote** into a transcription for the purpose of creating session summaries.

Signature _____ Date _____

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