

# **Confidentiality and Privacy Policy**

This document contains our office policies pertaining to therapy offline and online. If you have any questions, your counsellor will gladly discuss them with you

#### Confidentiality

The Law protects the privacy of communication between a client and a therapist. In most situations, we can only release information about your sessions to others if you sign a written Authorization that states that you explicitly consent to the breach of confidentiality.

However there are exceptional situations wherein confidentiality may not be maintained:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our clients. The other professionals are also legally bound to keep the information confidential.
- Clients should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with them for both clinical and administrative purposes, such as scheduling, billing and quality assurance.
- All mental health professionals are bound by the same rules of confidentiality.
- · All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- If a client threatens to harm themselves, we may be obligated to seek hospitalization for them or to contact nominated representatives or others who can help provide protection.

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### **Breach of Confidentiality**

There are some situations we are permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning our services we may have to disclose information to comply with a court order.
- If a government agency is requesting the information, we may be required to provide it for them.
- If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm. These situations are unusual in our practice but constitute the following:

- If we have reason to believe that a child has been abused (physically, emotionally, or sexually) by a client, the law requires that we contact the local Child Welfare Committee or an equivalent authority to ensure the protection of the child in question. Once such a report is filed, we may be required to provide additional information.
- · If we have reasonable cause to believe that a disabled adult or elder person has been abused, we are required to report that to the appropriate agency. Once such a report is filed, we may be required to provide additional information.
- If we determine that a client presents a serious danger of violence to another, we may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police.
- If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary. Please feel free to discuss any concerns or questions you may have about confidentiality.

#### **Professional Records**

Each therapist at The Alternative Story keeps a set of professional records, which provide pertinent information regarding the contents of the session. We take utmost care to ensure

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privacy and security of these records. Any software/digital storage providers engaged with us are also bound by strict Non-Disclosure Agreements that protect against the breach of any confidential information that may come into their possession during the provision of their services to us.

#### **Definition of Online Therapy**

Online therapy involves the use of electronic communications to enable The Alternative Story's mental health professionals to connect with individuals using interactive video and audio communications.

Online therapy includes the practice of psychological health care delivery, diagnosis, consultation, treatment, and referral to resources, education, and the transfer of medical and clinical data.

#### As a client, you have the following rights with respect to Online Therapy:

The laws that protect the confidentiality of your personal information also apply to online therapy. As such, you understand that the information disclosed by you during the course of your sessions is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to, reporting child, elder, and dependent adult abuse; expressed threats of violence toward an ascertainable victim; and where you make your mental or emotional state an issue in a legal proceeding. The dissemination of any personally identifiable images or information from the online therapy interaction to other entities shall not occur without your written consent.

You have the right to withhold or withdraw your consent to the use of online therapy in the course of your care at any time, without affecting your right to future care or treatment.

There are risks and consequences from online therapy, including, but not limited to, the possibility, despite reasonable efforts on the part of the counselor, that: the transmission of your personal information could be disrupted or distorted by technical failures, the transmission of your personal information could be interrupted by unauthorized persons, and/or the electronic storage of your personal information could be unintentionally lost or accessed by unauthorized persons. The Alternative Story utilizes secure, encrypted audio/video transmission software to deliver online therapy.

If your counselor believes you would be better served by another form of intervention (e.g., face-to-face services), you will be referred to a mental health professional that can provide such

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services in your area. Finally, you understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite your efforts and the efforts of your counselor, your condition may not improve, and in some cases may even get worse.

The alternatives to counseling through online therapy as they have been explained to you, and in choosing to participate in online therapy, you agree to participate using video conferencing technology. At your request or at the direction of your counselor, you may be directed to "face-to-face" psychotherapy.

You may expect the anticipated benefits such as improved access to care and more efficient evaluation and management from the use of online therapy in your care, but that no results can be guaranteed or assured.

You understand that your healthcare information may be shared with other individuals for scheduling and billing purposes.

The above-mentioned people will all maintain confidentiality of the information obtained.

You understand that your express consent is required to forward your personally identifiable information to a third party.

You understand that you have a right to access your medical information and copies of your medical records in accordance with the laws pertaining to the state of your legal residence.

By accepting this document, you agree that certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer-based psychotherapy services. If you are in crisis or in an emergency, you should immediately call 1-0-8 (in India) or seek help from a hospital or crisis-oriented health care facility in your immediate area.

#### Payment for Online/Offline Therapy Services

Payment for online therapy services is due at time of service and must be paid by credit/debit card, netbanking, bank transfer/ e-wallet/ UPI. The highest level of data-security and encryption is used by our payment gateway to ensure safety and security of your banking information.

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## **Client Consent for Therapy**

I have read and understand the information provided above regarding online therapy, have discussed it with my counselor, and all of my questions have been answered to my satisfaction. I have read this document carefully and understand the risks and benefits related to the use of therapy services and have had my questions regarding the procedure explained. I hereby give your informed consent to participate in the use of online therapy services for treatment under the terms described herein. By your acceptance, I hereby state that I have read, understood, and agree to the terms of this document.