



Informed Consent Form

WELCOME TO OUR PRACTICE

This document contains important information about our professional services and policies. Before starting your therapy, it is essential to know what to expect and understand your rights and commitments. This consent form attempts to be as transparent with you as possible about the therapy process, so that you may have complete information before starting your journey. Please read it carefully and let us know of any questions you might have and you may discuss them in your first meeting with the therapist.

WHAT TO EXPECT FROM THERAPY

Psychotherapy is a way to help people experiencing significant emotional distress coming in the way of being physically well, enjoying personal relationships, or working productively. The aim is to help you alleviate any distress you might be experiencing and to improve the quality of your life. Our initial session will involve conducting a brief evaluation and history of your presenting issue(s). This will allow us to decide if we are the best people to provide the professional services you are looking for.

In case both parties feel that you would be better assisted by another professional or other intervention methods, we will provide you with appropriate referrals. Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will offer you some first impressions of their work with you and a treatment plan to follow if you decide to continue with therapy. On occasion, the evaluation may last for 2 to 3 sessions. During the initial evaluation, your therapist may recommend some formal assessments that will help inform them about the specific therapy requirements and goals in a detailed manner. (Please note: An assessment session is charged separately, per the specific assessment performed.)

If we agree to begin psychotherapy, we try to schedule one [45-60 minute] session per week, at a time agreed upon mutually. Sessions may be longer or more frequent, subject to your specific needs. The success of therapy depends on the regularity and continuity of sessions. Hence, the expectation is that we meet regularly at the scheduled time. We try our best to send appointment reminders 48 hours prior to your session. However, you are expected to take responsibility for your appointment.



CONFIDENTIALITY

All information you share with us during therapy sessions is considered confidential unless otherwise specified. As psychologists we cannot reveal to third parties whether you are a past or current client. We cannot disclose any information discussed during our sessions without first obtaining written consent.

(Please note: In case of a therapy session taking place online, the client is expected to use a secure internet connection in a relatively quiet and private place to ensure that confidentiality is maintained.

Exceptions to confidentiality:

In the following instances, we may be mandated or allowed to share your information without your written consent:

- Suppose you are deemed to pose a threat to yourself or someone else during your therapeutic period. In such cases, we are permitted to take necessary measures to prevent harm from happening.
- In case you are a **minor**- that is, below 18 years of age. In such cases, your parents or legal guardians may access your records and authorize information release to other parties on your behalf.
- As therapists, we are committed to ensuring that we provide you quality services and therefore undergo supervision during which the content of the sessions may be discussed.
- Cases may be shared anonymously for the purpose of research or mental health conferences.

RECORDS

We are mandated to retain records of the services provided, for a period of 5 years from the date of the last contact. This requirement is in accordance with the Digital Personal Data Protection Act, 2023. Please be assured that all such documents will be maintained with the utmost confidentiality. Your records will not be used without your explicit permission and written consent to do so.

Should you wish to have your records expunged from our system, you will be required to sign a consent form authorizing the release of your documents. Upon your signing of this consent form, the confidentiality clause associated with your records will be rendered void, and we will assume no responsibility for the information thus provided to you.



THE SCOPE OF OUR SERVICES

Certain concerns (such as severe thoughts of suicide or self-harm or extreme bipolar mood swings) may need special attention or may not be suitable in an online scenario. If this is the case, we will discuss it with you and make sure you receive a referral to another professional either in-house or outside, depending on your requirements.

NO CRISIS INTERVENTIONS

We at The Mind Garden do not deal with medical or psychological emergencies. Our organization is not designed to offer support in crisis situations - including when an individual is experiencing thoughts of self-harm or suicide. In these cases, in-person medical intervention is the most appropriate form of help.

If you feel that you are experiencing any of these difficulties, we would urge you to seek help at the nearest hospital or emergency room where you can connect with a therapist, social worker, counsellor or therapist in person. We recommend you to involve a close family member or a friend who can offer support.

You can also reach out to a suicide hotline in your country of residence:

<http://www.healthcollective.in/contact/helplines>

LEGAL POLICIES

If any legal proceedings are involved (such as but not limited to, divorce and custody disputes, injuries, lawsuits, etc.), neither you nor anyone acting on your behalf can call upon us to testify in any court of law or at any other proceedings, nor can disclosure of the psychotherapy records be requested.

Except in cases involving a breach of confidentiality or proven instances of malpractice as delineated by The Rehabilitation Council of India Act, 1992, our liability concerning any services rendered is restricted to the amount of fees received from the client.



CONTACTING US

While we work Monday through Saturday between 9 a.m. and 6 p.m., we are not immediately available via telephone since we are occupied in sessions with clients. You can reach out to our receptionist for any help with scheduling, payment or other relevant concerns.

Please refrain from messaging/ calling your therapist outside of the sessions as it interferes with the professional nature of the therapeutic relationship. Please use email as the primary mode of communication.

We do not encourage crisis calls in isolation, as they typically have a short-term benefit and defeat the purpose of therapy. However, in case of an important conversation that cannot wait until the next appointment, a call can be set up via email as per mutual convenience. We will always notify you in advance if any time aside from the office hours are decided upon.

GUIDELINES FOR PSYCHOTHERAPY

Internet Usage: Ensure a stable and reliable internet connection during all virtual therapy sessions to prevent interruptions and maintain the continuity of the session. Both therapists and clients should verify that their devices are functioning properly and that they are familiar with the technical requirements of the therapy platform prior to sessions.

- **Environmental conditions:** Ensure that your environment is free from disruptions. This includes minimizing background noise, interruptions, and distractions during the session.
- **Conduct sessions in a private location** where conversations cannot be overheard, thereby maintaining confidentiality.
- **The environment should be conducive to a comfortable therapeutic experience**, with appropriate seating arrangements and adequate lighting to support effective communication.
- **Dress code:** Clients are encouraged to dress in a manner that is comfortable and appropriate for the therapeutic session. While formal attire is not required, maintaining personal comfort and readiness for the session is advisable.



PAYMENT, RESCHEDULING AND CANCELLATIONS

During our initial consultation, we will agree to a fee for our services. Payment is due online by account transfer or UPI in advance unless other arrangements have been discussed. In case of in person sessions at the clinic, payment can be made at the reception post the session.

Since appointments are typically made a week in advance, cancellations or rescheduling of sessions is allowed within 24 hours. Any cancellations/rescheduling/ missed appointments occurring without a 24-hour notice will be fully charged. In case of emergencies and one-off circumstances, you could reach out to your therapist and let them know. The discretion to waive the cancellation fee would lie with the individual therapist.

In case of failure to join the online session or attend the offline session post 20 minutes from the commencement of the session, the session will stand cancelled and will be fully charged for. The session will not take place for the remaining time period, the client will need to make a fresh appointment.

Although we try our best to avoid rescheduling sessions without prior notice, in case a session is rescheduled by your therapist, it will be rescheduled free of charge to a later date at your convenience.

Please Note: Our charges for international clients are based on the current permanent country of residence of the client i.e. if you are travelling to India on holiday or for any other reason and you seek our services, you will be charged according to your permanent place of residence. The pricing differentiation is done keeping in mind the pro bono and sliding scale therapy slots that the organization also offers.

RULES OF COMMUNICATION

Therapists and clients are expected to engage in conversations with mutual respect. Avoidance of abusive, derogatory, dismissive, or judgmental language is essential to maintain a supportive therapeutic environment.

Breaches of boundaries like sharing sexually explicit details irrelevant to the therapeutic process will lead to the termination of sessions.

CLIENTS' RIGHTS

As our client, you have the right to be treated with respect and dignity. This involves being free from discrimination, harassment, or any form of mistreatment, and having your values and beliefs respected throughout the therapeutic process.



Clients have the right to ask questions and seek clarification about the content and focus of their therapy sessions. This includes the right to understand the topics being discussed, the rationale behind therapeutic interventions, and how these elements align with their personal goals and concerns.

Clients have the right to express their preferences and concerns regarding the pace of therapy. This includes the right to discuss whether they feel the pace is appropriate for their progress and comfort level, and to request adjustments if necessary.

Clients have the right to access their own treatment records, maintained by the therapist, in accordance with applicable laws and regulations.

GRIEVANCE REDRESSAL

If you have any concerns or grievances regarding the therapeutic services provided, you have the right to seek redress.

Clients are encouraged to first address any concerns or issues directly with the therapist or the clinic. For matters that require external review, clients have the option to lodge a complaint with the Rehabilitation Council of India (RCI). The RCI is the regulatory body responsible for overseeing the professional conduct of practitioners in the field of rehabilitation and mental health.

COLLECTION OF PERSONAL DETAILS

As part of the therapeutic process, it is necessary to collect certain personal details in accordance with the legal guidelines in order to ensure effective communication and to provide you with appropriate care. This will include your name, address, contact number and other relevant details.

PARENTAL/ LEGAL GUARDIAN AUTHORISATION FOR MINORS

In the case of therapy for minors, that is clients below the age of 18, before therapy sessions can commence, written authorization must be provided by a parent or legal guardian. This authorization grants consent for the minor to participate in therapy and acknowledges the role of the parent or guardian in the therapeutic process.

Parental or guardian authorization will be documented and kept as part of the minor's therapy records. This documentation ensures that all necessary permissions are in place and that the rights and responsibilities of all parties are clearly outlined.



RELEASE OF INFORMATION

Confidential information pertaining to your therapy will be disclosed solely in compliance with a valid court order. This means that no information will be released without formal legal authorization from a court of competent jurisdiction

CONFIDENTIALITY AND RECORD SHARING IN COUPLE'S THERAPY

In the context of couple's therapy, records and information discussed during therapy sessions will be shared only with the explicit consent of both parties involved in the therapy. No records or details will be disclosed to any external parties without obtaining consent from both individuals in the couple.

EMERGENCY CONTACTS

As part of our commitment to your safety and well-being, it is essential to understand the importance of emergency contacts. Emergency contacts provide access to immediate support and intervention in situations where urgent help is needed. This includes scenarios where you may experience a mental health crisis, feel at risk of harming yourself or others, or require immediate assistance outside of scheduled therapy sessions.

Please note that we do not provide crisis interventions and therefore cannot be your emergency contact. It is mandatory for you to identify an emergency contact and share their contact details with us before initiating our services. In case the situation arises, we may need to get in touch with your emergency contact for assistance.

NO FORENSIC ASSESSMENTS

We do not conduct forensic assessments and will not be able to provide any information that can be used to testify in any court of law or at any other proceedings.

DISCOUNTED PACKAGES

We at The Mind Garden are committed towards making therapy accessible to all and therefore offer packages that carry a discount on the purchase of bulk sessions. These packages are non-refundable and non-transferrable. Packages should be booked only after discussion with the therapist who would be able to guide you on the basis of your need. Upon purchasing the package, if we don't



hear back from you for over a month, the case file will be closed and the payment will be forfeited. Please contact our receptionist to know about these packages.

ENDING OF TREATMENT

Your participation in treatment is voluntary, and you may discontinue at any time without any obligation. We discuss the probable length of treatment in our initial session and periodically during subsequent sessions. Typically, termination occurs when you meet your goals. In case we realize that you are not benefiting from sessions or need additional treatment, we will bring this up for discussion and provide appropriate referrals for you. Unless planned, if we do not hear from you for one month after your last session, we will close your file, and any payments made in advance for the sessions will be forfeited by you. You may contact us anytime in the future if you wish to resume treatment with us.



CONSENT (In-person therapy)

I, hereby consent to engage in therapy with.....(therapist).

I acknowledge that I have read and understood the information included in the Professional Agreement. I agree to abide by these policies during our professional relationship. I understand that I have the following rights concerning therapy.

1. I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment.
2. Unless explicitly agreed otherwise, the therapy exchange is confidential. Any personal information I choose to share will be held in the strictest confidence. The laws that protect the confidentiality of my medical information also apply to therapy. The clinician will not release your information to anyone without my prior approval unless required to do so by law.
3. I understand that there are potential risks and benefits associated with any form of psychotherapy and that despite my efforts and the efforts of my psychologist, my condition may not be improved and in some cases, may even get worse.
4. I understand that I may benefit from therapy, but results cannot be guaranteed or assured. I accept that therapy does not provide emergency services. If I am experiencing an emergency, I can call or proceed to the nearest hospital emergency room for help.
5. I understand that while email may be used to communicate with my therapist, the confidentiality of emails cannot be guaranteed.
6. I agree to receive information from the clinic regarding mental health and feedback via email.
7. I have read, understood, and agreed to the above information.

Client Signature



CONSENT (Teletherapy)

I, hereby consent to engage in teletherapy with..... (therapist).

I understand that “teletherapy” includes consultation, treatment, transfer of medical data, emails, telephone conversations and education using interactive audio, video, or data communications.

I understand that teletherapy also involves the communication of my medical/mental information, both orally and visually. I understand that I have the following rights concerning teletherapy.

1. I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment.
2. Unless explicitly agreed otherwise, the teletherapy exchange is confidential. Any personal information I choose to share will be held in the strictest confidence. The laws that protect the confidentiality of my medical information also apply to teletherapy. The clinician will not release my information to anyone without my prior approval unless required to do so by law.
3. I understand that there are risks and consequences of teletherapy, including, but not limited to, the possibility, despite reasonable efforts on the part of the clinician, that: the transmission of my information could be disrupted or distorted by technical failures; the transmission of my information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.
4. In addition, I understand that teletherapy-based services and care may not be as comprehensive as face-to-face services. I understand that if the clinician believes I would be better served by another form of therapeutic service (In-person services) I will be referred to a professional who can provide such services in my area.
5. I understand that there are potential risks and benefits associated with any form of psychotherapy and that despite my efforts and the efforts of my psychologist, my condition may not be improved, and in some cases, may even get worse.
6. I understand that I may benefit from teletherapy, but results cannot be guaranteed or assured. I accept that teletherapy does not provide emergency services. If I am experiencing an emergency, I understand that I can call or proceed to the nearest hospital emergency room for help.
7. I understand that I am responsible for (1) providing the necessary computer, telecommunications equipment and internet access for my teletherapy sessions, (2) the information security on my computer, and (3) arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for my teletherapy session, (4) if I decide to keep copies of emails or communication on my computer, it is up to me to keep that information secure.
8. I understand that while email may be used to communicate with my therapist, the confidentiality of emails cannot be guaranteed.
9. I agree to receive information from the clinic regarding mental health and feedback via email. 10. I have read, understood, and agreed to the above information.

Client Signature



Intake Form

Date:

Client Name:

Referred from/by:

Age: DOB:

Pronouns used:

Sexual orientation:

Permanent address:

Current address:

Highest Education:

Occupation:

Phone/ Whatsapp number:

Email:

Current issues/ complaints:

Any past medical illness:

Have you taken therapy before?

Are you currently taking any treatment from a psychiatrist?

Are you currently taking any psychiatric medication?

Do you have any active thoughts about suicide/ self-harm?

Emergency Contact (Mandatory):

Name and relationship with emergency contact:

Guardian name and phone number:

Guardian Signature: