## DEPARTMENT OF THE ARMY

CHAPLAIN FAMILY LIFE TRAINING CENTER

Building 328, 31st Street and Tank Destroyer Blvd.

Fort Cavazos, Texas 76544



AFZF-CH-G-USACFLTC 7 August 2023

MEMORANDUM FOR RECORD

SUBJECT: Informed Consent for Online Counseling

**1. Background.** Soldiers and family members periodically need online pastoral counseling while separated or deployed. Online counseling is an alternative means only to be used when face-to-face counseling is unavailable.

**2. Confidentiality.**This center complies with the U.S. Army Chief of Chaplain’s policy on confidential and privileged communication (para 16-2 of AR 165-1).All information clients disclose to chaplains or staff members of the CFLTC is considered to be a religious act and therefore confidential. Confidential information between client and chaplain is considered privileged communication for legal purposes. Privileged or confidential communication will only be released with written consent from the client(s). CFLTC chaplains will conduct online counseling from CFLTC therapy rooms using the CFLTC wifi system. For minors, counselor and client(s) must sign a minor informed consent form.

**3. Observation.**The client accepts the necessity for live observation, intranet recording and supervisory consultation of counseling sessions. Chaplains will use intranet video recordings of online counseling sessions for professional review and consultation with supervisors and other members of the CFLTC counseling staff in order to promote the highest quality counseling services to clients. All video records and written materials will be treated with strict confidentiality in compliance with the Chief of Chaplains policy on Confidentiality. All written records will be destroyed upon termination of therapy or the chaplain’s departure from the CFLTC. Video records are not part of the case file and are destroyed upon termination of the counseling relationship.

**4. Safety.**In the intake session, a safety plan for how to handle emergencies to include threat of harm to self or others and authorization to contact specific personnel will be established and documented with the counselor (section 9 below).At the beginning of each session, clients will engage in a safety check by briefly showing the room where they are locatedas well as confirming their local address and nearest hospital to their current location. This will allow the counselor to take appropriate emergency measures if needed.

**5. Technology.**

1. Pastoral counselors and clients will use only HIPAA compliant video conferencing software with point-to-point encryption Counselor and client will ensure AES 256bit encryption is selected on their devices.
2. The client is responsible for securing their computer hardware, internet access and password security.
3. The client is responsible for confidentiality in their environment. If client chooses to conduct online counseling from home or work, they must ensure they are in an indoor private location (office or a room with the door and windows closed) conducive to a confidential conversation. Headphones are helpful and advised. The location should be stable, static and safe (no driving or walking during therapy).
4. The client must authenticate their identity by showing a valid ID when they come online.
5. CFLTC pastoral counselors are not liable for confidentiality breaches caused by client error or environmental factors nor are they responsible for client’s equipment failure.
6. Contact between sessions will be limited to written communication on G-Suite and Visibookor telephonic communication on Google Voiceunless another means is authorized by the Chaplain Family Life Training Center Director.

**6. Connectivity.** If video services are not available due to an unplanned equipment or service malfunction, sessions will occur via telephone or rescheduled via email. Clients will provide the most appropriate phone number at the start of the session in the event of technology issues.

**7. Recording.**Clients will not audio or video record any portion of the sessions. Clients may take written notes.

**8. Client Risk.**

1. Online counseling is not a crisis based clinical service.
2. Online counseling may not be appropriate for clients with suicidal or homicidal thoughts or clients experiencing acute mental health problemssuch as manic or psychotic symptoms.
3. Client isresponsible to inform their counselor if they are at risk of harm to self or others.
4. At intake, a client who reports being at risk of harm to self or others will be assessed for risk level and provided safety planning. Based on the assessment, a client may be referred to a traditional face-to-face counseling program or provider.
5. If a client who was not formerly at risk, should become at risk of harm to self or others, they should immediately report it to their counselor. In such cases, a client may be referred to a traditional face-to-face counseling program or provider.
6. Thepastoral counselor will assess on an on-going basis whether the condition being counseled is appropriate for online counseling.

**9. Safety Plan.** In the event I need immediate emergency assistant I consent to my counselor contacting police or medical personnel and giving them my name and location.

In the event of imminent threat to myself or others in my location I consent to my counselor contacting the following person(s).

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Emergency Contact Name Cell Number

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Emergency Contact Name Cell Number

**10. Consent.**I understand the risks and limitations to online counseling. By signing this consent, I agree to abide by its content.

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Client Printed Name Client Signature Date

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Client Printed Name Client Signature Date

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Pastoral Counselor Printed Name Counselor Signature Date