

6.0 Treatment Contract and Confidentiality

Effective supervision and treatment of offenders is dependent upon open communication among the Multi-Disciplinary Treatment Team (MTT) members. Communication and collaboration among MTT members are required as part of domestic violence offender treatment. Confidentiality in domestic violence offender treatment differs from traditional therapy settings due to the justice involvement and supervision setting.¹ For purposes of evaluation, treatment, supervision and case management, individuals who have committed domestic violence related offenses must agree to the terms of the treatment contract and releases of confidentiality in order to participate in treatment. For information regarding victim confidentiality refer to *Standard 7.05*.

6.01 An Approved Provider shall notify clients of the limits of confidentiality imposed on mental health professionals by mandatory reporting law § 19-3-304, C.R.S. and § 13-21-117, C.R.S. as well as any necessary disclosures related to Extreme Risk Protection Orders (ERPO) pursuant to § Section 13-14.5-104, C.R.S.

6.02 Treatment Contract Requirements

- I.** The Treatment Contract is the signed treatment agreement between the Approved Provider and the client that specifies the responsibilities and expectations of the client AND the Approved Provider.
- II.** THE PROVIDER SHALL HAVE A WRITTEN AND SIGNED CONTRACT WITH EACH CLIENT PRIOR TO THE COMMENCEMENT OF TREATMENT. THE CONTRACT SHALL DEFINE THE SPECIFIC RESPONSIBILITIES OF BOTH THE PROVIDER AND THE CLIENT. A CLIENT'S FAILURE TO COMPLY WITH THE TERMS OF THE CONTRACT MAY RESULT IN DISCHARGE FROM TREATMENT. THE PROVIDER'S RESPONSIBILITY IS TO PRACTICE WITHIN THEIR PROFESSIONAL STANDARDS AS DEFINED IN THE COLORADO MENTAL HEALTH PRACTICE ACT AND IN THE STANDARDS AND GUIDELINES ESTABLISHED BY THE DVOMB. A PROVIDER'S FAILURE TO COMPLY WITH THE TERMS OF THE CONTRACT MAY RESULT IN A COMPLAINT WITH THE COLORADO DEPARTMENT OF REGULATORY AGENCIES OR THE DVOMB.
 - A.** THE CONTRACT SHALL EXPLAIN THE RESPONSIBILITY OF THE PROVIDER TO:
 1. PROVIDE THE COSTS OF ASSESSMENT, EVALUATION, TREATMENT, AND A SLIDING SCALE BASED ON ELIGIBILITY;
 2. NOTIFY THE CLIENT IN WRITING OF THE LIMITS OF CONFIDENTIALITY IMPOSED ON THERAPISTS BY THE MANDATORY REPORTING LAW, SECTION 19-3-304, C.R.S. AND TO SECTION 1243-219, C.R.S.;
 3. DESCRIBE THE RELEASES OF INFORMATION REQUIRED TO SHARE AND RECEIVE INFORMATION ABOUT THE CLIENT AS PART OF THE TREATMENT

¹ In accordance with the §12-43-218, C.R.S., Approved Providers shall safeguard the confidentiality of offender information from those for whom waivers of confidentiality have not been obtained.

PROCESS PURSUANT TO THIS SECTION OF THESE STANDARDS AND GUIDELINES;

4. DESCRIBE THE CLIENT'S RIGHT TO REFUSE TREATMENT, RELEASE OF INFORMATION, OR ANY OTHER TREATMENT RELATED DOCUMENT. REFUSAL CAN RESULT IN FAILURE TO BE ADMITTED INTO TREATMENT WHICH COULD BE A VIOLATION OF THE SENTENCING REQUIREMENT OR PAROLE AGREEMENT;
5. DESCRIBE HOW PROGRESS IN TREATMENT IS MEASURED REGARDING THE DURATION, INTENSITY, AND METHODS;
6. DESCRIBE THE IMPORTANCE OF HOW FOLLOWING ANY REQUIRED ORDERS OF THE COURT OR PAROLE BOARD, OR CONDITIONS OF ANY COMMUNITY CORRECTIONS PLACEMENT IS A REQUIREMENT OF TREATMENT;
7. ESTABLISH EXPECTATIONS FOR THE CLIENT TO MEET THE REQUIREMENTS OF THE TREATMENT CONTRACT, THE POTENTIAL OUTCOMES TO THE CLIENT FOR FAILING TO COMPLY WITH THE TREATMENT CONTRACT, AND POSSIBLE REASONS WHY A CLIENT CAN BE TERMINATED FROM TREATMENT;
8. PROVIDE INFORMATION ON CRISIS RESPONSE AND 24-HOUR EMERGENCY SERVICES;
9. PROVIDE THE PROCEDURES FOR HOW TO FILE A COMPLAINT SHOULD THE CLIENT HAVE CONCERNS REGARDING THE APPROVED PROVIDER OR THEIR SERVICES;
10. INFORM THE CLIENT OF THE PARAMETERS OF TELETHERAPY AND HAVE A SIGNED AGREEMENT BY THE CLIENT IN ACCORDANCE WITH STANDARD 5.0 AND APPENDIX I, IF APPLICABLE;
11. REQUEST ANY PRIOR TREATMENT OR MEDICAL RECORDS AS NEEDED AND RELEVANT TO ASSESSING THE CLIENT FOR TREATMENT PURPOSES.
12. NOTIFY THE MTT OF VIOLATIONS OR NONCOMPLIANCE BY THE CLIENT AND PROVIDE NOTICE TO LAW ENFORCEMENT AND/OR COURTS, WHEN APPROPRIATE.

B. IT IS CONSIDERED TO BE A BEST PRACTICE FOR THE APPROVED PROVIDER TO EXPLAIN:

1. POTENTIAL COSTS ASSOCIATED WITH ANY RECOMMENDED ADJUNCT SERVICES AS NEEDED, INCLUDING BUT NOT LIMITED TO MEDICAL, BEHAVIORAL HEALTH, PSYCHOLOGICAL TESTS, AND OTHER CONSULTATIONS;
2. THE STEPS AND POTENTIAL CONSEQUENCES FOR INDIVIDUALS WHO ARE REMOVED FROM GROUP OR INDIVIDUAL SERVICES.
3. THE PROCESS FOR HOW VIOLATIONS OF THE TREATMENT CONTRACT OR NONCOMPLIANCE WITH THE TREATMENT PLAN ARE ADDRESSED AND MAY LEAD TO TERMINATION FROM TREATMENT.

C. THE CONTRACT SHALL EXPLAIN THE RESPONSIBILITY OF THE CLIENT TO:

1. MEET FINANCIAL RESPONSIBILITIES AND PAY FOR THE COSTS OF CURRENT AND PRIOR ASSESSMENT AND TREATMENT, AND INCLUDE POTENTIAL OUTCOMES FOR ANY FAILURE TO PAY. THE CLIENT MAY ALSO BE REQUIRED TO PAY FOR THE COSTS OF TREATMENT FOR THE VICTIM(S) OF THE CLIENT'S ABUSIVE BEHAVIOR, AS WELL AS SECONDARY VICTIMS SUCH AS FAMILY MEMBERS;

2. SIGN RELEASES OF INFORMATION AS REQUIRED BY THESE STANDARDS INCLUDING BUT NOT LIMITED TO: SUPERVISING OFFICER/REFERRING AGENT, TREATMENT VICTIM ADVOCATE, AND ANY OTHER RELEASE OF INFORMATION REQUESTED BY DVOMB TREATMENT PROVIDER OR EVALUATOR.
3. DISCLOSE ANY PRIOR TREATMENT INCLUDING DOMESTIC VIOLENCE OFFENDER TREATMENT AND AGREE TO A RELEASE OF INFORMATION TO OBTAIN PRIOR EVALUATION AND TREATMENT RECORDS;
4. NOT USE ANY SUBSTANCE ILLEGALLY OR IN A WAY THAT IMPEDES WITH TREATMENT GOALS OR INTERFERES WITH THE CLIENT'S MOTIVATION, ENGAGEMENT, OR COMPLIANCE WITH SUPERVISION OR TREATMENT REQUIREMENTS;

DISCUSSION POINT: APPROVED PROVIDERS ARE ENCOURAGED TO FOLLOW THE ETHICAL CODE FOR MENTAL HEALTH AND SUBSTANCE USE PROFESSIONALS WHEN ASSESSING FOR ISSUES. IF THERE ARE CLINICAL INDICATORS THAT A CLIENT'S ACTIVE USE OR MISUSE OF ANY SUBSTANCE, INCLUDING A MEDICAL USE OF THC, IS INTERFERING WITH TREATMENT, THE MTT SHOULD DOCUMENT THOSE CONCERNS AND NOTIFY THE PRESIDING COURT. APPROVED PROVIDERS MAY RECOMMEND SUBSTANCE USE TREATMENT AT ANY TIME DURING THE COURSE OF TREATMENT AND ULTIMATELY MAY CHOOSE TO NOT OFFER TREATMENT DUE TO A CLIENT'S ACTIVE USE OR MISUSE OF ANY SUBSTANCE REGARDLESS IF THERE IS A COURT ORDER ALLOWING FOR THE CLIENT TO USE.

5. ATTEND AND PARTICIPATE IN DOMESTIC VIOLENCE OFFENDER TREATMENT, INCLUDING COOPERATING WITH MONITORED SOBRIETY AND ATTENDANCE REQUIREMENTS AS DIRECTED IN THE STANDARDS AND GUIDELINES (SEE SECTION 5.);
6. FOLLOW THE ESTABLISHED GROUP NORMS AND UNDERSTAND THAT YOU CAN BE REQUIRED TO LEAVE THE GROUP IF ASKED TO DO SO BY THE APPROVED PROVIDER.
7. NEVER RECORD ANY INFORMATION BEFORE, DURING, OR AFTER THE SESSION. THIS IS CONSIDERED A VIOLATION OF CLIENT AND OTHER CLIENT CONFIDENTIALITY. CLIENTS SHALL NOT DOCUMENT ANY INFORMATION ABOUT OTHER CLIENTS OR OTHER INFORMATION THAT IS NOT RELEVANT TO THEIR PROGRESS IN TREATMENT.
8. NEVER COPY, PLAGIARIZE, OR USE ARTIFICIAL INTELLIGENCE FOR ANY ASPECT RELATED TO EVALUATION OR TREATMENT.
9. COMPLY WITH THE LIMITATIONS AND RESTRICTIONS AS DESCRIBED IN THE TERMS AND CONDITIONS OF PROBATION, PAROLE, AND/OR COMMUNITY CORRECTIONS;
10. COMPLY WITH ANY EXISTING CRIMINAL OR CIVIL COURT ORDERS AND TO NOTIFY THE PROVIDER AND THE SUPERVISING OFFICER OF ANY CHANGES WITH ANY EXISTING COURT ORDERS;
11. NOT VIOLATE CRIMINAL STATUTES OR ORDINANCES (CITY, COUNTY, STATE, OR FEDERAL);
12. NOT PURCHASE OR POSSESS FIREARMS OR AMMUNITION UNLESS THERE IS A SPECIFIC COURT ORDER EXPRESSLY ALLOWING THE OFFENDER TO POSSESS FIREARMS AND AMMUNITION.

Discussion Point: In these cases, it is incumbent upon the offender to provide a copy of the court order to the Approved Provider to qualify for this modification of the Treatment Contract. It is then incumbent upon the MTT to design A SAFETY PLAN to address storage of the firearm, (such as firearm shall not be allowed in the home) and other factors related to client risk and victim safety. AN APPROVED PROVIDER MAY NOT ACCEPT OR CONTINUE A CLIENT IN TREATMENT, REGARDLESS IF THERE IS A COURT ORDER ALLOWING THE CLIENT TO HAVE ACCESS TO A FIREARM.

13. NOT PARTICIPATE IN ANY COUPLE'S COUNSELING OR FAMILY COUNSELING WHILE IN DOMESTIC VIOLENCE OFFENDER TREATMENT. THIS INCLUDES ANY JOINT COUNSELING THAT INVOLVES THE OFFENDER AND THE VICTIM OR SECONDARY VICTIMS TO THE INDEX OFFENSE;
14. NOT THREATEN, HARASS, INTIMIDATE, MONITOR, OR STALK ANY INDIVIDUALS, INCLUDING MEMBERS OF THE MTT;
15. NOT REOFFEND, AVOID HIGH-RISK SITUATIONS, CHOOSE TO BE FREE FROM VIOLENCE AND ABUSIVE BEHAVIORS, AND REPORT ANY SUCH BEHAVIOR TO THE PROVIDER AND THE SUPERVISING OFFICER AS SOON AS POSSIBLE;
16. NOT HAVE UNSAFE OR UNWANTED CONTACT WITH ANY PAST OR POTENTIAL VICTIMS;
17. UNDERSTAND THE POTENTIAL CONSEQUENCES OF VIOLATIONS OF THE TREATMENT CONTRACT.

D. IF THE CLIENT IS ELIGIBLE FOR TELETHERAPY, THE CONTRACT SHALL ALSO EXPLAIN THE RESPONSIBILITY OF THE CLIENT TO:

1. ADHERE TO THE OFFENDER TREATMENT CONTRACT AND ADHERE TO ALL IN-PERSON RULES REGARDING GROUP NORMS AND BEHAVIORS.
2. USE A WEBCAM OR SMARTPHONE DURING THE SESSION THAT ALLOWS FOR THE CLIENT AND THEIR SURROUNDINGS TO BE SEEN BY THE APPROVED PROVIDER.
3. ACCESS A RELIABLE AND SECURE INTERNET CONNECTION IN A PRIVATE, QUIET, CONFIDENTIAL, WELL-LIT SPACE FREE FROM DISTRACTIONS.
4. UNDERSTAND THE STEPS TO ACCESS THE SESSION VIA PHONE IN THE EVENT OF TECHNICAL PROBLEMS.
5. NOTIFY THEIR DVOMB APPROVED PROVIDER IF THEY ARE HAVING TROUBLE COMPREHENDING THE MATERIAL OR CONTENT.
6. AGREE TO ADDITIONAL BEHAVIORAL MONITORING AND MONITORED SOBRIETY TESTING TO THE FREQUENCY DETERMINED BY THE APPROVED PROVIDER.
7. CONSEQUENCES OF NOT COMPLYING OR PARTICIPATING IN DOMESTIC VIOLENCE TREATMENT

E. CLIENT ABSENCES FROM TREATMENT

All CLIENT absences shall be reported within 24 hours of the absence to THE MTT. The Treatment Victim Advocate will determine if the victim shall be notified according to the agreement with the victim (Refer to Standard 7.0 in its entirety). The referring agency may request a modification of the notification criteria.

CLIENTS are responsible for PARTICIPATING IN treatment. WHEN a CLIENT has TWO absences WITHIN A TREATMENT PLAN REVIEW PERIOD, the APPROVED PROVIDER shall consult WITH THE MTT to determine WHAT ACTIONS OR modifications to the Treatment Plan MAY BE NEEDED, IF ANY, TO IMPROVE THE CLIENT'S AMENABILITY AND READINESS TO PARTICIPATE IN TREATMENT. THESE EFFORTS SHOULD CONSIDER CIRCUMSTANTIAL EVENTS WITHIN THE CLIENT'S LIFE AND AIM TOWARD PREVENTING THE CLIENT FROM FURTHER ABSENCES FROM TREATMENT. THE CONSEQUENCE OF TWO OR MORE ABSENCES DOES NOT AUTOMATICALLY RESULT IN A DISCHARGE OF A CLIENT, BUT RATHER THE INITIATION OF CASE PLANNING BY THE MTT. HOWEVER, FAILURE TO ATTEND OR CONTINUED PATTERNS OF ABSENCES CAN BE GROUNDS FOR UNSUCCESSFUL DISCHARGE. The MTT may require the offender to provide documentation of reasons for absences.

6.03 Releases of Information

- I. When enrolling a client in treatment, a provider shall obtain certain signed releases of INFORMATION based on the informed consent of the client IN ACCORDANCE WITH ALL APPLICABLE STATUTES AND REGULATIONS INCLUDING BUT NOT LIMITED TO THE MENTAL HEALTH PRACTICE ACT² AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)³. The information shall be provided in a manner that is easily understood, verbally and in writing. The information shall be in the CLIENT'S PRIMARY LANGUAGE, A SECONDARY LANGUAGE IN WHICH THEY ARE FLUENT, or through other modes of communication as may be necessary to enhance understanding. The Approved Provider shall PRESENT the following releases, which should each be completed as a separate document with its own signature from the client:
 - A. Required Treatment Release of Information for THE MULTI-DISCIPLINARY TREATMENT TEAM: Releases of information are a requirement of participation in Domestic Violence Offender Treatment as a condition of probation, parole, and community corrections. THE APPROVED PROVIDER SHALL:
 - a. OBTAIN A RELEASE OF INFORMATION FOR ALL MEMBERS OF THE MTT AS WELL AS THE VICTIM(S) OF RECORD AND MAY INCLUDE BUT IS NOT LIMITED TO the current or former partner(s) OF THE CLIENT, any current or past therapist or Approved Provider, any guardian ad litem, or other professionals working on behalf of the adult and child victims of the offender.
 - b. ENSURE THE RELEASE IS DOCUMENTED AND explains that written and verbal information will be shared between all members of the MTT IN THE INTEREST OF CONTINUITY OF CARE, CASE PLANNING, AND VICTIM SAFETY
 - B. RELEASE OF INFORMATION FOR RESEARCH PURPOSES: For research or data collection purposes, a provider shall present a release for voluntary informed consent by the client. The client may agree to a release of confidentiality for information to be shared with the Board for the purpose of research related to the evaluation or implementation of the *Standards and Guidelines* for domestic violence offender management in Colorado, in compliance with 45 CFR § 164.508 and PURSUANT TO 16-11.8-103(5.5)(A), C.R.S.

Discussion Point: Members of the MTT should use discretion in disseminating information to current or former partners. Consideration for victim safety shall guide the decisions.

Discussion Point: *The research release is voluntary and should be presented for the client's review and determination for voluntary informed consent. All other releases are required for domestic violence offender treatment.*

- C. **REQUIRED RELEASE FOR THE DOMESTIC VIOLENCE OFFENDER MANAGEMENT BOARD:**
A provider shall present a release for voluntary informed consent by the client AND THAT THEIR RECORDS MAY BE REVIEWED AS PART OF ANY APPLICATION, COMPLAINT, STANDARDS COMPLIANCE REVIEW, OR TECHNICAL ASSISTANCE REQUEST.

- 6.04** An Approved Provider may obtain a release of information for communications with other parties in addition to those described **AND REQUIRED** in Section 6.0 as clinically **NECESSARY**.

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