**Section 1905.310 Treatment Provider Client Written Treatment Agreement**

a) Prior to treatment and as a condition of treatment, a provider shall enter into a written contract with the sex offender prior to the commencement of treatment. The contract shall describe the responsibilities of both the provider and the sex offender. Breech of the contract by the offender may serve as the basis for revocation of probation or a recommendation to the Prisoner Review Board to revoke parole or other community supervision.

b) The contract shall describe the role of the treatment provider in implementing the treatment plan, as well as the responsibility of the provider to:

1) Define and provide timely statements of the costs of the assessment, evaluation, and treatment, including all medical and psychological tests, physiological tests, and consultations;

2) Describe the releases of information that will be required for a provider to treat the sex offender for his/her sexual offending behavior, describe the various parties with whom treatment information will be shared during the treatment, describe the time limits on the releases, and describe the procedures necessary for the sex offender to revoke the releases;

3) Describe the right of the sex offender to refuse treatment and/or to refuse to sign a release, and describe the risks and potential risks and outcomes of that decision;

4) Describe the type, frequency, and requirements of the treatment and outline how the duration of treatment will be determined;

5) Describe the limits of confidentiality imposed on the therapist by the mandatory reporting law.

c) The contract shall describe the responsibilities of the sex offender (as applicable) to:

1) Pay for the cost of evaluation and treatment for self and his or her family, if applicable;

2) Pay for the cost of evaluation and treatment for the victims and their families, when ordered by the court, including all medical and psychological tests, physiological testing, and consultation;

3) Inform the treatment provider, the sex offender's immediate family, and support system of the details of all past sexual offenses to ensure help and protection for past victims and/or as relevant to the development of the relapse prevention plan. Clinical judgment should be exercised in determining what information is provided to children;

4) Actively involve members of the sex offender's family and support system, as indicated in the relapse prevention plan;

5) Notify the treatment provider of any changes or events in the lives of the sex offender, the members of the sex offender's family, or support system;

6) Comply with the limitations and restrictions placed on the behavior of the sex offender, as described in the terms and conditions of probation, parole, or conditional release for sexually violent persons or sexually dangerous persons and/or in the contract between the provider and the sex offender.

d) The contract shall describe the responsibility of and restrictions on the sex offender to protect community safety by avoiding risky, aggressive, or re-offending behavior by avoiding high-risk situations, and by reporting any such behavior to the provider and supervising officer as soon as possible.

e) The contract shall describe the responsibility of the provider to:

1) Identify, and provide timely statements of, the costs of assessment, evaluation, and treatment, including all medical and psychological tests, physiological tests, and consultations, to the sex offender as well as any court-appointed guardian.

2) Describe the information releases that will be required for a provider to treat the sex offender for his/her sexual offending behavior; describe the various parties with whom treatment information will be shared during the treatment; describe the time limits on the waivers of confidentiality; and describe the procedures necessary for the sex offender to revoke the waiver.

3) Describe the right of the sex offender to refuse treatment and/or to refuse to consent to disclosure, and describe the consequences, risks and potential risks and outcomes of that decision, including the provider's right not to provide treatment if the necessary releases are not given.

4) Describe the type, frequency, and requirements of the treatment and outline how the duration of treatment will be determined.

5) Describe the limits of confidentiality imposed on the therapist by the mandatory reporting law.

f) The provider shall explain the terms of the contract to the sex offender in language that the sex offender understands.

(Source: Amended at 33 Ill. Reg. 13405, effective September 10, 2009)