# Assessment Outcome: terms settled - FVPP02A

When the client has completed an assessment, and the terms of attendance have been settled, the service provider must notify the Registrar using this form.

Please note: *There are other possible outcomes that can be notified following the assessment. This form should only be used where the terms of attendance have been settled with the client.*

Where terms of attendance have been discussed but are **not** settled, use a **FVPP02B.**

If the provider and referred client agree on assessment deferral for attendance at mental health or alcohol/drug treatment a **FVPP02C** should be used.

If you are recommending a referral to a different service provider or a delay or discharge of the direction, please use a **FVPP03**.

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|  | Attendance directed under the Family Violence Act 2018 |  | Attendance as part of pre-sentencing in the Criminal Court |

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| --- | --- | --- | --- | --- | --- |
|  |  | | | | |
| Client name: |  | | | | |
|  |  | | | | |
| Court Reference No.: |  | | |  |  |
|  |  |  |  |  |  |
| Client contact details: |  | | | | |
|  |  | | | | |

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| --- | --- | --- | --- | --- | --- |
| The client attended a: | | | | | |
|  | Long assessment |  | Medium assessment |  | Short assessment |
|  |  |  |  |  |  |

## Terms of Attendance Settled

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| The programme has the primary objective of stopping or preventing my use of family violence and will give me the skills and knowledge that I can use to meet this goal. | | | | | | | |
| The type of framework recommended is: | | | | | | | |
|  | General |  | Māori |  | Pacific |  | Samoan |
|  | Asian/African/ Middle Eastern |  | Chinese |  | Indian |  | Other |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Programme details and arrangements | | | | | | | | | | | |
|  | | | |  | | | | | | | |
| |  |  | | --- | --- | |  | **Group programme** | | | | | | | | | | | | |
|  | | Number of group **sessions**: | | | | | | | | | |
|  | | Total number of **hours** planned: | | | | | | | | | |
|  | | OR | | | | | | | | | |
| |  |  | | --- | --- | |  | **Individual programme** | | | | | | | | | | | | |
|  | | Number of individual **sessions**: | | | | | | | | | |
|  | | Total number of **hours** planned: | | | | | | | | | |
| Address where sessions will be held:  *Note: if sessions are remotely delivered please specify what remote technology is being used eg video call, telephone* | | | | | | | | | | | |
|  | | | | | | | | | | | |
|  | | | |  | | | | | | | |
| Start Date: | | |  | | | | Expected end date: | | |  | |
|  | | |  | | | |  | | |  | |
| Sessions will be held at the following days and times: | | | | | | | | | | | |
| From: | (time) | | | | to: | (time) | | on |  | | (day) |
|  |  | | | |  |  | |  |  | |  |
| From: | (time) | | | | to: | (time) | | on |  | | (day) |
|  | | | | | | | | | | | |
| Any Additional Comments: | | | | | | | | | | | |
|  | | | | | | | | | | | |
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| Note: session dates and times may be changed without varying the terms of attendance if mutually agreed by the service provider and the participant (must be documented and signed). | | | | | | | | | | | |

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| 1. The Programme | | |
|  | I agree to fully take part in the programme offered by my service provider. | |
|  | I understand that I am expected to:   * come to the sessions completely drug and alcohol free * be on time and attend all the sessions of the programme * be up front about my violence and abuse * participate fully on the programme. | |
|  | I understand that if I do not participate fully on the programme or with programme support sessions, the service provider will notify the court of my non-compliance and this may result in court action. | |
| 2. Confidentiality | | |
|  | I understand that my service provider and its workers will keep information I share in confidence, except where:   * they believe that someone’s safety may be at risk * they are required to report attendance and participation levels to the referring statutory agency (or agencies, in the case of a dual referral from Ministry of Justice and Department of Corrections) * they are required to report attendance registers at groups jointly funded by Department of Corrections and Ministry of Justice * they are required by the court. | |
|  | I understand that my service provider will, at all times, adhere to the provisions of the Privacy Act, Oranga Tamariki Act and the Family Violence Act. | |
|  | I agree to keep names and personal details shared by other group members confidential (if attending group sessions). | |
|  | I understand that in extenuating circumstances my programme sessions may be delivered remotely using audio or video calls at the discretion of the facilitator. I agree that I will not record or share remote sessions and I will make sure no one else is present during sessions unless agreed with the programme facilitator. | |
|  | I understand the service provider may be audited under the terms of its contract, and files may be accessed as part of this audit. I understand the audit process is focused on the provider maintaining best practice, and any audit process will maintain my confidentiality. | |
| 3. Attendance | | |
|  | I agree that if I am not able to attend a session (including remote sessions) I will contact my service provider, with reasonable notice, prior to the session. I must have reasonable grounds for being absent from the session, and cannot be absent without prior agreement from the facilitator.  Note: ‘reasonable grounds’ must be agreed with the facilitator and may include: serious illness/injury; funeral/tangi of close family/whānau; or unavoidable work commitment. | |
|  | I agree that if I am absent/late for a session I may be required to attend a ‘catch up’ session. | |
|  | I understand that if I am unable to attend a session because I am sick, I may be asked to provide a medical certificate from a doctor. | |
|  | I understand that if I am absent without reasonable (agreed) grounds, the provider will notify the court of my non-compliance and this may result in court action. | |
| 4. Reports to the Court | | |
|  | | I understand that if my service provider has concerns about the safety of a protected person, they must report this to the court and this will be forwarded to the Judge. |
|  | | I understand that when I have finished the programme:   * My service provider will send a completion report to the Registrar of the Court that may be forwarded to the Judge. The report will say whether my service provider thinks I achieved the objectives of the programme, and will advise if they have any concern about the safety of any protected person. * The court may notify the protected person that I have completed my non-violence programme. |
| 5. Change in circumstances | | |
|  | I agree that if I decide to leave the programme before its conclusion, I will talk to the facilitators first and explore the implications of this decision. | |
|  | I agree to inform my service provider if there are any changes in my living situation. | |
|  | I accept that the length, frequency, amount, date and time of my programme sessions may need to change to meet the programme requirements. I understand I will be notified in advance of any required change. | |
|  | I accept that the service provider has the right to terminate my participation in the programme if I fail to attend sessions or if my participation is unacceptable. | |
|  | I understand that leaving the programme or being asked to leave the programme may breach the direction that I attend a programme, and this may result in court action. | |
| 6. Research consent (optional) | | |
|  | I would be willing to participate in surveys or research undertaken or commissioned for the purpose of evaluating programmes. | |

## Client to complete

My signature below shows that I have read, understood and accept these conditions, or that I have had them explained to me, and I accept them.

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|  |  | |
| Client’s full name |  | |
|  |  | |
| Signature |  | |
|  |  | |
| Date: |  |  |
|  |  | |

**Please note:** In the event extenuating circumstances result in permission being given for remote delivery of assessment, the date, time and method of agreement (e.g. phone call or text) need to be recorded in the client signature section.

## Service provider and facilitator details

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| Organisation name: |  | |
|  |  | |
| Facilitator name: |  | |
|  |  | |
| Signature: |  | |
|  |  | |
| Date: |  |  |
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