

SMART CHOICESTM

COURT DIVERSION PROGRAMS

1000 S. Valley View
Las Vegas, Nevada 89107
Office: (702) 308-7414 Fax: (702) 749-5882

ORIENTATION AGREEMENT FOR DOMESTIC VIOLENCE OFFENDER CLASSES

1. **Absences:** Client is suspended with 4 unexcused absences and terminated at five unexcused absences with the Six Month Program and suspended with 8 unexcused absences and terminated at 9 excused absences with the One Year Program.
2. **Payments:** Please make payments at each session. Regular payment is one measure of integrity and responsibility for treatment. Two other measures of integrity are attitude in class and being on time. If there is no payment, you must sign a promissory note before entering class. At the following week's class, payment is expected for the missed class and the current class or you will be suspended or terminated for a non-complaint attitude toward your treatment plan. Only cash or money orders are accepted.
3. **Suspensions:** If you are suspended (for lack attendance, attitude or behavior issues), you must go to Court Programs before you are reinstated.
4. **No Alcohol or Drugs:** If alcohol or drugs was involved in arrest or background, you will be scheduled for a Chemical Dependency Evaluation and you might be required to also take Chemical Dependency sessions. All agencies like Smart ChoicesTM have a Zero tolerance policy if alcohol or drugs were involved in your arrest or background. You are then subject to random drug testing and alcohol testing by us or the courts. We are required to observe such tests. You will be charged \$15.00 for the test whether you pass or fail. This charge will be added to your account. If you fail the test, you will be immediately suspended or discharged from Smart ChoicesTM. If you chose to decline taking the test, we will suspend you and report your decision to the court.
5. **Groups:** Last 1.5 hours a week; you cannot attend more than one a week without a court order; please register for a specific group.
6. **Check In:** Each week sign the sheet and make your payment at the front of the desk. Do not walk by the front desk, whether you make payment or not, until the secretary pulls your file, otherwise you will not receive credit for attending group. The first time, the counselor will warn you so you can correct it. The second time, you will not receive credit.
7. **Cancellations:** Must be made 24 hours in advance or you will be charged \$10.00. Payment for a missed session must be made at your next scheduled session. You must also pay for a makeup session to get credit for the missed session.

8. Individual Appointments: A 30 minute Orientation appointment (included in the Intake cost of \$30.00) is scheduled for a specific counselor (and on occasion a Mental Health Evaluation might be scheduled). You are required to call on the day of the appointment by noon to reconfirm it or your appointment will be cancelled and you will be charged for it since you did not give 24 hour notice. We will not call you to reconfirm your appointment.
9. Book Required: You are required to purchase the book, *Learning to live Without Violence*, in time for your first regular group session. See the front desk to make payment arrangements (books are \$20.00). You may return your book at the end of the classes for a \$10 credit (not cash) if the book is in good condition.
10. Confidentiality: All that you hear in the groups is to remain confidential.
11. Lateness: If you are late, you will not be admitted to the group. Please check in 15 minutes prior to the group.
12. Class Behavior: Disruptive, racist, sexist, language or argumentative behavior will result in suspension or discharge. Appropriate attire is required. You're invited to participate in the group and to ask questions. If you do not agree with the answer, let it pass. You are not here to teach but to learn. Do not interrupt when others talking. No crosstalk, touching or questioning of others is permitted. Check cell phones at the beginning of class with the secretary or counselor.
13. Monthly Counselor Reports to the Court: Your counselor or teacher is required to make a monthly report to the court concerning your attendance, payment history and behavior in class. If you pay attention, have a good attitude, participate appropriately in the group, and do the assignments, you will get a good report. If you are discharged for any reason, you may make a request to the court that sentenced you to reassign you to another program [Sec.228.195 2 (b)].
14. Status Reports for your Court Appearances: Please notify the front office one week prior to all court dates so they can produce a Status Report for you.
15. Plan of Control (in conformity with NAC 228.170. 2 [d]): I agree not to use violence in my life with anyone. When upset, I agree to take a timeout for at least one hour. If I cannot peacefully resolve a situation, I will bring it to the group and ask the counselor for conflict resolution help. I agree to use this plan of control for the length of time I will be attending the group sessions. At the end of my sessions, I will agree to written violence free aftercare plan.

16. Releases of Information: I will sign releases of information by the perpetrator allowing the treatment provider to share information with the victim, the court and other agencies as determined relevant for assessment and treatment of the perpetrator.
17. Client/Therapist Confidentiality: I fully agree and understand the exceptions to client/therapist confidentiality. These include admissions or threats of child abuse and evidence that a risk is

imminent of violent actions by me. I have received a copy of the right to confidentiality and the exceptions to that confidentiality.

- 18. Court Orders: I agree not to violate TPO's or support orders of the court such as conditions of probation.
- 19. Court Ordered Family Obligations: I agree to meet court-ordered family obligations. Violations of any terms of this client contract may lead to termination from the treatment program and notification of the referring agency. Specific violations will lead to termination and notifications as defined in the STANDARDS Section 3.1.8 and 5.3 and included in my copy of the contract.
- 20. Understanding: I do hereby signify my understanding of the full nature of my responsibility in giving my consent for testing, evaluation and assessment for domestic violence problems and possible substance abuse problems for the purpose of formulating appropriate observations, recommendations, treatment and referral by Smart Choices™.

- 21. Disputes: If you have any questions or issues over your treatment at Smart Choices™ at the front desk or counselor cannot answer to your satisfaction, please see the Program Director, Kelly Gafford, 702-308-7414.
- 22. Crisis: I agree to call Save House (702) 564-3227 or Safe Nest (702) 646-4981 if a crisis occurs.

Print Name: _____

Signature: _____

Date: _____

Orientation

Counselor: _____

Date: _____

SIGNATURE

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PROGRAM RULES

Welcome to Smart ChoicesTM Certified Domestic Violence Program. We hope to be a support system for you as you work towards the goals of your treatment plan. We will also provide information about the development of constructive methods of coping with anger, stress, frustration or anxiety. As you develop a better understanding of yourself, you can also acquire the skills and confidence to choose a lifestyle free of physical, sexual, property and/or psychological abuse. It is important, however, to understand that counseling does not guarantee any particular result.

Smart ChoicesTM requires a strong commitment and I agree to meet the following guidelines for successful completion of the program treatment:

1. It is required that you be on time for all group and individual sessions. If you are more than five (10) minutes late for group, you will not be permitted to enter and it will be considered an unexcused absence. Also participating in group, you may not leave.
2. Failure to meet scheduled appointments will be defined as non-compliance.
3. Threats of violence or acting out is not tolerated.
4. Selling, giving away or using drugs on Smart ChoicesTM premises will be defined as non-compliance and will result in an immediate discharge.
5. Stealing from Smart ChoicesTM and its staff or other patients will result in an immediate discharge.
6. Patients under the influence of alcohol or drugs will not be permitted to enter this facility/premises and it will be considered as an unexcused absence.
7. If you missed three (3) consecutive meetings while in the program, you will be discharged, unless previous arrangements are made. Your referral source will be notified.
8. If you have two (2) excused absences, a warning letter will be sent to you and your referral source.
9. Exceeding four (4) unexcused absences will result in an automatic discharge in the Six Month Program.
10. Exceeding eight (8) unexcused absence will result in an automatic discharge in the One Year Program.
11. Known or suspected child and/or elderly abuse will be reported immediately.

12. All reading and written assignments must be completed in a timely manner.
13. Spouses, family members or significant others will be permitted to participate in your treatment, when and if it is deemed safe to do so by both victim and perpetrator treatment providers.
14. You will be expected to dress appropriately, no bare feet, shorts or muscle shorts or muscle shirts or coming without a top. In addition to these items, women may not come in bare midriff attire.
15. You will be required to start to start your program over if you have four (4) unexcused absences and you have been reinstated.
16. You are responsible for providing your own transportation to and from Smart Choices™ offices.
17. You will be expected to participate to in groups and be candid with the treatment provider at all times
18. If you have an alcohol or substance abuse problem, you will be expected to participate in a program specific to that problem concurrently and/or in addition to this domestic violence program.
19. If you know ahead of time, you will be expected to inform the treatment provider of any and all absences. In the event that you are unable to make arrangement ahead of time, you are still required to call the treatment provider and give the reason for your absence.
20. Smart Choices™ is not responsible for loss of theft or any personal property.
21. You will be expected to honor the Federal Confidentiality law which means “WHAT YOU HEAR FROM OTHER PATIENTS HERE-STAYS HERE.”
22. You are expected to responsible for your own actions.
23. You are expected to comply with all TPO and court ordered support orders, while in the program.
24. You are expected to notify Smart Choices™ of any change in address, telephone number, job, legal status or any other items required by the treatment provider.
25. Any display of aggression, or violence while enrolled in this group shall be considered grounds for immediate dismissal. You will forfeit all fees paid and must obtain Court, or District Attorney approval before being re-admitted to the group.
26. Opinions must be expressed in an appropriated manner and in a way that does not disrupt the class.

Signature: _____
 (CLIENT)

Date: _____

Signature: _____
 (SMART CHOICES™ REPRESENTATIVE)

Date: _____

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WRITTEN AGREEMENT BETWEEN OFFENDER & SMART CHOICESTM

(in conformity with NAC 228.175)

1. I acknowledge that I have over to Smart ChoicesTM any reports prepared by a peace officer that bear on my present case.
2. I acknowledge that I have turned over to Smart ChoicesTM the order of the court requiring me to participate in a program.
3. I acknowledge that I have turned over Smart ChoicesTM any report concerning probation prepared by my parole and probation officer.
4. I acknowledge that I have turned to Smart ChoicesTM the results of any psychological evaluation of me.
5. I acknowledge that I have turned over to Smart ChoicesTM copies of any medication prescriptions I am taking.
6. I agree to be free of all forms violence including physical, verbal, psychological or sexual violence.
7. I agree to accept responsibility for my violent behavior.
8. I agree not to use sexist or racist language in the group counseling sessions.
9. I agree to pay all fees as agreed upon with Smart ChoicesTM.
10. I agree not to use any alcohol or drugs while in the Smart ChoicesTM program if my evaluation shows that I have abused alcohol or drugs.
11. I agree to openly express feelings and emotions in the group counseling sessions.
12. I agree not to discuss the identity of or communications made by another offender in a group counseling session.
13. I agree not to violate a court order to avoid domestic violence, not to have contact with the victim if a court has ordered this, and to obey an order of the court to support my family and to obey any conditions of probation.
14. I agree not to have any contact with the victim who resides in a shelter.
15. I agree not to visit any shelter for victims of domestic violence.
16. I agree to assist Smart ChoicesTM in developing a Plan of Control and to follow it.
17. I agree to attend the number of treatment sessions ordered by the court and not to exceed four absences (6 Month Program/ 8 absences (1 year program) which will result in termination, referral back to the court and possible court sanctions.
18. I acknowledge that Smart ChoicesTM will terminate me for violation of any of these provisions.

Please Print Your Name _____

CLIENT SIGNATURE _____ DATE _____

Smart ChoicesTM Counselor _____ DATE _____



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PAYMENT INFORMATION

1. Session fees are to be paid at the time of each counseling session. If you miss three (3) appointments consecutively, no show or cancellation within 24 hours, you must pay your bill before rescheduling another appointment.
2. If you fail to make payments for three sessions that you have attended during the course of treatment, you may be terminated from the program. If you fail to make payment for two consecutive treatment sessions that you have attend, you may be terminated from the program.
3. If you become delinquent in your fees, you will be required to arrange a payment plan with Smart Choices™ administration, and it will be at Smart Choices™ discretion to do so.
4. Any individual who does not attend treatment in a three week period and/or exceeds four absences (6 Month Program/8 absences (1 Year Program) will be discharged from the program. You will not be allowed to continue counseling until you have contacted the court. You will be required to make an appointment for a re-intake at a fee of \$30.00.
5. It is strongly suggested that you make sure that you receive a receipt for all payments made and keep your receipts in case of any question payments.
6. In order to be eligible for a sliding scale you must provide proof of monthly income. Proof can be provided in a number of ways including; (1) current payroll check stub, (2) notice of entitlement from a social program (worker's comp., SSI. Unemployment, pension, TANF printout, etc.), (3) W-2 form, (4) or previous year's income tax form verifying number of dependents.
7. Cancellation must be made 24 hours in advanced; otherwise client will be charged \$10.00 for no show / no call. Payment for missed or late cancellations will be due, along with fee for the current class when you sign in for your next session.

I acknowledge receipt of the Domestic Violence Payment Information.

Signature: _____
(CLIENT)

Date: _____

Signature: _____
(SMART CHOICES™ REPRESENTATIVES)

Date: _____



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EVALUATION SUMMARY

(in conformity with NAC 228.170 3[a-f] Form Revised 3/22/2013)

Client: Orientation Date:

Description of Violent Behavior

- Client reports the victim pushed back
Client reports the victim grabbed the other person's wrist(s) for protection
Client reports there was shouting and/or cursing, but no physical violence between the two of them
Client reports they pushed the victim
Client reports that they destroyed the property of the victim
Client reports choking the victim
Other

Medical and Psychological History

- Medical Problems: (list if any)
Psychological Problem: (list if any)

Mental Status

Circle all that supply

Table with 4 columns: Item, Column A (Normal), Column B (Problem), Column C (Problem). Rows include General Appearance, Attitude, Health, Activity Level, Speech, Level of consciousness, Affect and Mood, Thought content, Preoccupations, Hallucinations/Delusions, Suicidality, Cognition/Thinking, Memory, Intoxication.

*** Items circled in column B and C, indicate action may be needed***

At the time of the interview, is the client:

- Obviously depressed/withdrawn
- Obviously hostile
- Obviously anxious/nervous
- Having trouble with reality testing, thought disorders, paranoid thinking
- Having trouble comprehending, concentrating, remembering
- Having suicidal thoughts
- Other (specify _____)
- Showing no signs of the above problems

Abuse History

- Abuse History Denied Physical Emotional Childhood Elder Sexual

Substance Use/Abuse/Dependence

- None Alcohol Marijuana Hallucinogens Cocaine Methamphetamine Pills
- Other not indicated _____

Effect on client and family _____

Social/Cultural Background related to Domestic Violence

- No social or cultural background of beliefs related to domestic violence
- No violence in his/her childhood
- Male dominance in his/her family
- Female submissiveness in his/her family
- Violence in childhood

Lethality Assessment

- | | | |
|--|-----------------------------|------------------------------|
| Are guns, knives, or other assault weapons present in household? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Has client ever threatened to kill or injure victim? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Has client ever threatened to kill himself/herself? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Has client ever tried to strangle or choke victim? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Is abuser violently or constantly jealous? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Has client ever force victim to have sex? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Does client report prior history domestic violence? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Does client report prior violations of TPO Orders? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |

Results of DVSI-R2 (Domestic Violence Screening Inventory) indicate: _____

Imminent risk of violence: Low Moderate High

-
- Client shows no anger and does not appear to be likely to harm self or others; therefore, is acceptable for group therapy at our agency.

- Shows some anger but does not appear likely to harm self or others; therefore is acceptable for group therapy at our agency.
- Client shows too much anger and hostility to be acceptable for group therapy and/or appears likely to harm self or others; therefore, is not acceptable for group therapy at our agency. Farther intervention required and referral sent to following agency: _____

Prepared by: _____
(Signature of Domestic Violence Provider)

Date: _____

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CLIENT CONTRACT-DOMESTIC VIOLENCE

- I agree to be free of all act of violence during treatment. I acknowledge that I received a copy of specified statues as defined in the policies and procedures manual of Smart Choices™.
- I accept responsibility for my previous acts of violence.
- I agree to attend _____ session plus intake, and treatment program for _____ weeks. I understand that I may not have no more than four unexcused absences in the six month program or no more than eight unexcused absences in the one year program. I understand that a fifth absence (6 month program) or ninth absence (year program) will cause me to be terminated from the program.
- I agree to accept responsibility for payment of fees for services provided to me. I understand that part of my responsibility for treatment is paying for services. I understand that if I fail to make payments for three sessions that I have attended during the course of treatment, I may be terminated from the program. I understand that if I fail to make payment for two consecutive treatment sessions that I have attended, I may be terminated from the program.
- I agree to cooperate fully in therapy by talking openly and processing personal feelings.
- I agree to use my self-control plan when crises arise.
- I agree to meet court ordered obligations.
- I understand that any violations of conditions of Smart Choices™ by me are grounds for removal from this program and my referral back to court.
- I will sign releases of information by the perpetrator allowing the treatment provider to share information with the victim, the court, and other agencies as determined relevant for assessment and treatment of the perpetrator.

- I fully agree and understand the exceptions to client/therapist confidentiality. These include admissions or threats of child abuse and evidence that a risk is imminent of violent actions by me. I have received a copy of the right to confidentiality and the expectations to that confidentiality.
- I agree not to violate TPO's or support orders of the court such as conditions of probation.
- I agree to meet court-ordered family obligations. Violations of any terms of this client contract may lead to termination from the treatment program and notification of the referring agency. Specific violations will lead to termination and notifications as defined in the STANDARDS Section 3.1.8 and 5.3 and included in my copy contract.
- I do hereby signify my understanding of the full nature of my responsibility in giving my consent for testing, evaluation and assessment for domestic violence problems and possible substance abuse problems for the purpose of formulating appropriate observations, recommendations, treatment and referral by Smart Choices™.

I have read the above agreement or have read to me; and, I understand its contents. I acknowledge or affirm I was given a copy and agree to comply with this contract/agreement.

Signature: _____ Date: _____
(CLIENT)

Signature: _____ Date: _____
(SMART CHOICES REPRESENTATIVE™)

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ATTENDANCE POLICY

- The Following applies to both group and Individual Client: male, female, adolescent or children.
- All schedule changes affecting attendance require documentation within 1 week of date of absence will remain as such.

Orientation

Absences count after orientation is completed unless 3 absences accrue before orientation is completed; then the case is terminated.

Work Schedule Change

Documentation required within 1 week of absences or group change; Documentation required on letterhead from employer.

Work Emergency

6-month program- 2 absences with documentation
12-month program- 4 absences with documentation

Flexible Schedule

To be accommodated only upon court requirement; must remain under the supervision of one of the two co-facilitators originally started with to ensure consistency of Supervision.

Long term Absence

Pre-arranged if possible. If emergency, Client is to contact the agency (Clinical Director's discretion).

Excused Absences

Must provide written documentation of event, within one week:

- Incarceration
- Hospitalization (clinical Director's discretion)
- Immediate family emergencies (clinical Director's discretion)

- Return court date: 1 week documentation for out of town or local court date and military service.

Individual Clients

No-show clients will be rescheduled subsequent to their calling to reschedule; appointments will not be for the following week. If an individual cancels 3 consecutive weeks in a row they will be referred out or put back onto the waiting list.

Changing Groups

6-month program - 2 changes

12-month program - 4 changes

Holiday Make-Ups

If a court-ordered client’s session falls on a regular holiday they will be given the opportunity to attend a make-up session within 2 weeks of the holiday.

Returning Clients

If the Client has been terminated from the program and is subsequently ordered back into counseling, the client will be considered to be re-starting the program unless specifically ordered to “complete” the program by the court.

Terminations from Group

6 -month program terminated on forth (5th) unexcused absence.

12 –month program terminated on eighth (9th) unexcused absence.

Client Signature

Date: _____

Smart Choices™ Representative

Date: _____

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CLIENT'S RIGHTS

Smart ChoicesTM strives to protect the rights and dignity of its clients and their families. Every effort is made to safeguard the legal and civil rights of clients and to inform them of their rights. The staff members seek to carry out these duties in a manner that preserves and enhances the client's and family's self-respect. The client and family participate in the formulation of his/her treatment plan. The nature of the treatment and any specific risks involved are explained to the client and family in understandable terms.

The following is intended to provide an overview of the rights assured all clients. The listing is not intended to be and should not be relied on as an all-inclusive statement of the client's rights statuses.

1. Your client record and treatment is confidential and cannot be released to anyone unless you, or where applicable, your guardian, consent or unless there is a court order.
2. You have the right to be provided treatment appropriate to you needs.
3. You have the right to confidential treatment. This means that, other than exceptions defined by and of which you receive a copy of – without your explicit consent to do so the program may release no information about you, including confirmation of denial that you are a client.
4. If you are transferred to another treatment provider, you have the right to be given an explanation of the need for such transfer and the alternatives available, unless such transfer is made due to a medical emergency.
5. You have the right to have your client records forwarded to the receiving program if you are transferred to another treatment program. You have the right to be informed of all program services which may be of benefit to your treatment.
6. You have the right to be informed of the name of the person responsible for coordination of your treatment and of the professional qualifications of staff involved in your treatment.
7. You have the right to be informed if your diagnosis, treatment plan, and prognosis. You have the right to be given sufficient information to provide for informed consent to any treatment

you are provided. This is to include a description of any significant risks, the name of the person responsible for treatment, an estimate of the costs of treatment and a description of the alternatives to treatment.

8. You have the right to be informed if the facility proposes to perform experiments that affect your own treatment, and the right to refuse to participate in such experiments.
9. You have the right to examine your bill for treatment and to receive an explanation bill.
10. You have the right to be informed of the program's rules governing your conduct at the facility.
11. You have the right to refuse treatment to the extent permitted by law and to be informed of the consequences of such refusal.
12. You have the right to receive respectful and considerate care.
13. You have the right to receive continuous care: To be informed of your appointments for treatment, names of program staff available for treatment, and of any need for continuing care.
14. You have the right to make any reasonable request for services that may be satisfied by the program, considering its ability to do so.
15. You have the right to safe, healthful and comfortable accommodations.
16. Waiver of any civil or rights protected by law, cannot be required as a condition of program services.
17. You have the right to freedom from emotional, physical, intellectual or sexual harassment or abuse.
18. You have the right to grieve actions and decisions by facility staff which you believe are inappropriate, including but not limited actions and decisions which you believe violate your rights as a client. Smart Choices™ has developed a grievance procedure for timely resolution of complaints from clients and you entitled to a copy of that policy and procedure at the time of intake. You have the right to freedom from retribution or other adverse consequences a result of filing a grievance.

19. You have the right to file a complaint with the State of Nevada if the facility's grievance procedure does not resolve your complaint to your satisfaction, and the right to freedom from retribution or other adverse consequences as a result filing a complaint. Such complaints may be addressed in writing or by telephone to:

Committee on Domestic Violence
Office of the Attorney General
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

20. You have a right to be informed of your rights as a client. The foregoing are posted in the facility in a place where they are immediately available to you, and you are to be informed of these rights and given a listing as soon as is practically possible upon your beginning treatment.

Signature: _____
(CLIENT)

Date: _____

Signature: _____
(SMART CHOICES™ REPRESENTATIVE)

Date: _____

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GRIEVANCE PROCEDURE

In the event a client or parents and/or legal guardians of the client participating in one of Smart ChoiceTM counseling programs wants to file a complaint, they have the right to do so through the following grievance procedure without fear of discharge or reprisal:

1. **DEFINITION:** Grievance means any written complaint about treatment, including assessment, intervention, and decisions about placement and discharge as well as any complaint concerning staff or operations. Whenever such a complaint is filed the Executive Director is to be notified via the designated management structure.
2. The grievance procedure is considered part of the treatment process. Every attempt will be made to resolve the grievance.
3. A client filing a grievance may choose other people to accompany him/her through the Counseling Center's grievance process at his/her own expense.
4. The grievance process includes the following steps:
 - a. The client talks about the complaint with staff member involved or responsible for the area of concern. Together they are to try to solve the matter informally. The staff member will schedule a meeting with the client within two working days of the grievance being filed and an opportunity to discuss all concerns.
 - b. If the grievance is not resolved, the client may request a meeting with the Clinical Director and all parties involved in Step A. The Clinical Director will schedule and hold the meeting within five (5) working days of the client's written request.
 - c. If the grievance is still not resolved, the client may request a meeting with the Executive Director and all parties involved in Step B. The Executive Director will schedule and hold the meeting within five (5) working days of the client's written request. The Executive Director's decision is final.

- d. Any appeal beyond the Center may be referred to the Court of Office that referred you to the agency. This applies only to items those complaints that agencies oversee.

- 5. In the event a grievance involves a client who is in legal custody of another agency while in treatment, representative(s) of that agency may be involved at any step or all steps.
- 6. Depending upon the nature and/or severity of the complaint, the Clinical Director may recommend eliminating one or more steps in order to resolve the complaint more quickly.
- 7. Each step of the grievance process must be documented by the staff member hearing the complaint or designated court recorder and a copy will be given to the client.
- 8. The problem and its resolution documented in writing and included in the client's record.

I acknowledge receipt of the Domestic Violence Grievance Procedure.

Signature: _____
(Client)

Date: _____

Signature: _____
(Smart Choices™ Representative)

Date: _____



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CONFIDENTIALITY POLICY

All statements that you make (both written and verbal) while in counseling are confidential. No information will be released to anyone without your written or verbal consent. This is your right.

If you are on parole or probation or any type of court ordered counseling program, you will be asked to sign a Release of Information Form so that the court and/or your probation officer/family service worker will be kept aware of your progress in the program. Only the following information will be released:

- Attendance
- Participation in treatment
- Progress in treatment
- Additional acts of violence

If there are additional acts of violence, we will encourage you to notify you're referring agency first. If you are unable or unavailable to do so, we will contact that person.

If you are seeing another counselor by yourself, we may also want to speak to that person so that we are working together. This may also be a condition of treatment.

THERE ARE SEVERAL STITUATIONS WHEN WE WILL VIOLATE CONFIDENTIALITY WITHOUT YOUR PERMISSION.

- Senior Abuse
- If it is assessed during your participation in this program that abuse or neglect of children is occurring, we will report this to Child Protective Service and the police. We will make an attempt to let you know when we are going to make such a report. We will also encourage you to report yourself.
- If you threat to kill or harm another person in our presence, while you are in this program, we are obligated to warn the potential victim as well as notify the police. We will attempt tell you if we are going to do this.
- If you commit a criminal offense while you are in this program, we may report such information to the police and/or probation department. We will encourage you to do the same. In such cases, we any be subpoenaed by the court and have to violate confidentiality.
- If at any time during the course of treatment you determine that you are a danger to yourself or another person, we will inform you of that opinion and, in case of the latter; we will also inform the other person. In some cases, this may also include notifying the police.

As it is your privilege to have guaranteed confidentiality, so it is your fellow group members. Please respect their right confidentiality.

Signature: _____ Date: _____
(CLIENT)

Signature: _____ Date: _____
(Smart Choices™ Representative)

SMART CHOICESTM

COURT DIVERSION PROGRAMS

1000 S. Valley View
Las Vegas, Nevada 89107
Office: (702) 308-7414 Fax: (702) 749-5882

CONSENT FOR RELEASE OF CONFIDENTIAL INFORMATION

I _____, authorize
(Name of Defendant)

Smart Choices Court Diversion Programs

(Name of general designation of program making disclosure)

To disclose to _____
(Name of person or organization to which disclosure is to be made)

The following information:

_____ my progress in the Smart Choices domestic violence counseling program.

(Nature of information as limited as possible)

The purpose of the disclosure authorized herein is to:

_____ complete court requirements.

(Purpose disclosure, as specific as possible)

I understand that my records are protected under the Federal Regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken reliance on it and that in any event this consent expires automatically as follows:

(Specification if the date, event or condition upon which this consent expires)

Date: _____

Signature of Participant

Date: _____

Signature of Patient, Guardian or Authorized representative (when required)

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COURT DIVERSION PROGRAMS

1000 S. Valley View
Las Vegas, Nevada 89107
Office: (702) 308-7414 Fax: (702) 749-5882

CRIMINAL JUSTICE

CONSENT for the RELEASE of CONFIDENTIAL INFORMATION TO THE JUDGE

I, _____, hereby consent to communication between Smart ChoicesTM and _____.

The purpose of and need for the disclosure is to inform the criminal justice agency(ies) listed above of my attendance and progress in treatment. The extent of information to disclosed is my diagnosis, information about my attendance or lack of attendance at treatment sessions, my cooperation with the treatment program, prognosis, and

I understand that this consent will remain in effect and cannot be revoked by me until:

There has been a formal and effective termination or revocation of release from confinement, probation, or parole, or other proceeding under which I was mandated into treatment, or

90 Days after Contact Has Ended

(Other time when consent can be revoked and or expired)

I also understand that any disclosure made is bound by Part 2 of Title 42 of the Code of the Federal Regulations governing confidentiality of alcohol and drug patient records and those recipients of this information may disclose it only in connection with their official duties.

Date: _____
Signature of Defendant/Patient

Date: _____
Signature of Parent, Guardian or Authorized Representative (if required)

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COURT DIVERSION PROGRAMS

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AGENCY CONTACT INFO

In an effort to coordinate services with all agencies involved, please answer the following questions.

Referral Source:

- North Las Vegas Municipal Court Programs
- Las Vegas Justice Court
- Department of Family Service
- Other _____
(Please indicate other referral source)

Name of DFS Case Manager: _____
Telephone Number: _____
Fax Number: _____

Name of Parole Officer: _____
Telephone Number: _____
Fax Number: _____

Name of Caseworker
At Dept. of Welfare: _____
Telephone Number: _____
Fax Number: _____

If any other agencies become involved in your case and require reporting of your domestic violence treatment, it is your duty to notify staff of this information.

In addition if you are arrested and/or charged for another domestic violence, you **MUST** notify Smart ChoicesTM Staff



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DISCRIMINATION CLAUSE

Smart ChoicesTM shall not delay treatment to a prospective client on the grounds of handicap, race, gender, religious beliefs, sexual orientation, national origin and/or ability to pay for services. No client shall be given separate treatment, restricted in the employment of any advantage or privilege enjoyed by others under the program or with any aid, treatment, services or other benefits which are different or provided in a different manner from that provided to others under the program, on the grounds of handicap, race, gender, religious belief, sexual orientation, national origin, and/or ability to pay for services.

I have read, or have had read to me and understand the above.

_____ Date: _____
Client Signature

_____ Date: _____
Smart ChoicesTM Representative

SMART CHOICESTM

COURT DIVERSION PROGRAMS

1000 S. Valley View
Las Vegas, Nevada 89107
Office: (702) 308-7414 Fax: (702) 749-588

FINANCIAL INFORMATION

Smart ChoicesTM operates on a sliding scale to establish group session fees; this sliding fee scale has been a range from \$15.00 to \$25.00 per session. You must provide proof of income and verification of total depends for Smart ChoicesTM to establish your fee. Due to regular fiscal adjustment proof of income will be checked on a monthly basis. Until such a time as proof of income and total dependents is established, the cost of the program is \$830.00 for 6 months and \$1610.00 for 12 months. It is recommended that you pay \$50.00 for each orientation and \$30.00 per group session plus, the high end of the sliding scale. You will be responsible for this as a part of your program accountability.

The monthly proof can be provided in a number of ways including:

- A current payroll check stub.
- Notice of entitlement from a social program (worker's comp., SSI, Unemployment pension, TANF printout, etc.)
- Previous year's income tax form verifying number of dependents

You may not be in arrears for more than three sessions at any time during the program. Failure to pay the balance on the session will result in an unexcused absence.

Batterers attending their last court-ordered session (i.e. 26th or 52nd session) must have paid for that session and have a balance of zero at the time. If you fail to pay the fee balance for this last session, you will be sent home with an unexcused absence and your court-ordered requirements will not be considered complete until your balance is paid in full. Once your fee balance is paid full, the case will be satisfactory closed, with a report indicating such to the court. Absences will continue to accumulate until the fee balance is paid in full. If you exceed the maximum number of absences (i.e. 4 for 26 week program or 8 of 52 week program), you will be terminated from the program. Once terminated, the Court will be notified.

If you fail to complete the program for any reason (i.e. termination for excessive absences or non-compliance for non- payment) by the end of standard length of your court (or volunteer) requirement, there will be a \$25.00 reinstatement fee, plus you must pay all balance due prior to reentering the batterers group.

Signature: _____ Date: _____
(CLIENT)

Signature: _____ Date: _____
(SMART CHOICESTM REPRESENTATIVE)

SMART CHOICESTM

COURT DIVERSION PROGRAMS

914 S. Valley View
Las Vegas, Nevada 89107
Office: (702) 308-7414 Fax: (702) 749-588

EVALUATION & TREATMENT PLAN QUESTIONNAIRE

Client: _____ Date: _____

1. Do you have a police or incident report to give us? If not we need a phone number of the victim to contact them if they wish to file their own incident report with us (required by stature) _____

2. Have you ever had a Mental Health Evaluation? Yes / No If yes, what were the results.

3. Describe the incident that lead to your arrest. _____

4. Have you had any other arrest? Yes / No If yes, please list.

5. Are there any guns or other weapons in the house? Yes / No If yes, please list.

6. Do you have a history of medical and psychological problems? Yes / No If yes, please explain.

7. Do you have a history of abuse of drugs or alcohol? Yes / No If yes, please explain.

8. Are you taking any prescription medications? Yes / No If so, what are you taking? What is the dosage?
Why are you taking it? Please give us a copy of you prescription to place in your file. _____

9. Did you have a violent childhood? Yes / No Were you beaten by either of your parents? Yes / No
If yes to either or both questions, please explain. _____

10. Did you have may fights in school? Yes / No If yes, please explain. _____

11. How do you believe in disciplining your children? _____

RELATIONSHIP BEHAVIOR QUESTIONS

True or False

- _____ 1. I showed my partner I cared even though we disagreed. (A)
- _____ 2. I explained my side of the disagreement to my partner. (A)
- _____ 3. I insulted or swore at my partner. (B Min)
- _____ 4. I threw something at my partner that could hurt. (C Min)
- _____ 5. I twisted my partner's arm or hair. (C Min)
- _____ 6. I had a sprain, bruise, or a small cut because of a fight with my partner. (D Min)
- _____ 7. I showed respect for my partner's feeling about an issue. (A)
- _____ 8. I made my partner have sex without a condom. (E Min)
- _____ 9. I pushed or shoved my partner. (C Min)
- _____ 10. I used force (such hitting, hold down, or using a weapon) to make my partner have oral or anal sex. (E Sev)
- _____ 11. I used a knife or gun on my partner. (C Sev)
- _____ 12. I passed out from being hit on the head by my partner in a fight. (D Sev)
- _____ 13. I called my partner fat or ugly. (B Sev)
- _____ 14. I punched or hit my partner with something that could hurt. (C Sev)
- _____ 15. I destroyed something belonging to my partner. (B Sev)
- _____ 16. I went to a doctor because of a fight with my partner. (D Sev)
- _____ 17. I choked my partner. (C Sev)
- _____ 18. I shouted or yelled at my partner. (B Min)
- _____ 19. I slammed my partner against a wall. (C Sev)
- _____ 20. I said I was sure we could work out a problem. (A)
- _____ 21. I needed to see a doctor because of a fight with my partner, but I didn't. (D Sev)
- _____ 22. I beat up my partner. (C Sev)
- _____ 23. I grabbed my partner. (C Min)
- _____ 24. I used force (such hitting, hold down, or using a weapon) to make my partner have sex. (E Sev)
- _____ 25. I stomped out of the room or yard during a disagreement. (B Min)
- _____ 26. I insisted on sex when my partner didn't want to (But did not used physical force). (E Min)
- _____ 27. I slapped my partner. (C Min)

- _____ 28. I had a broken bone from a fight with my partner. (D Sev)
- _____ 29. I used threats to make my partner have oral or anal sex. (E Sev)
- _____ 30. I suggested a compromise to a disagreement. (A)
- _____ 31. I burned or scalded my partner on purpose. (C Sev)
- _____ 32. I insisted my partner have oral or anal sex when my partner didn't want to (But did not used physical force).
(E Min)
- _____ 33. I accused my partner of being a lousy lover. (B Sev)
- _____ 34. I did something to spite my partner. (B Min)
- _____ 35. I threatened to hit or throw something at my partner. (B Sev)
- _____ 36. I felt physical pain that still hurt the next day because of a fight with my partner. (D Min)
- _____ 37. I kicked my partner. (C Sev)
- _____ 38. I used threats to make my partner have sex. (E Sev)
- _____ 39. I agrred to try a solution to a disagreement my partner suggested. (A)

Scoring

- A. Negotiation- 1, 2, 7, 20, 30, 39, None
- B. Psychological Aggression- Minor: 3, 18, 25, 34; Severe: 13, 15, 33, 35. None
- C. Physical Assault- Minor- 4, 5, 9, 23, 27; Severe: 11, 14, 17, 19, 22, 31, 37. None
- D. Injury- Minor: 6, 36; Severe: 12, 16, 21, 28. None
- E. Sexual Coercion- Minor: 8, 26, 32; Severe: 10, 24, 29, 38. None

IC/AM/PL TEST

Decide if each of the statements is true (t) or false (f) as it pertains to you and record your response in the appropriate box on the answer sheet.

1. Unless somebody asks me in a nice way, I won't do what they want.
2. I don't seem to get what is coming to me.
3. I sometimes spread gossip about people I don't like.
4. Once in a while I cannot control my urge to harm others.
5. I know that people tend to talk about me behind my back.
6. I lose my temper easily, but get over it quickly.
7. When I disapprove of my friend's behavior, I let them know it.
8. When someone makes a rule I don't like, I am tempted to break it.
9. Other people always seem to get the breaks.
10. Sometimes I get mad enough to throw things.
11. Self Defense or protecting others is not only good reason for hitting others.
12. I tend to be on my guard with people who are somewhat friendlier than I expected.
13. I am frequently impatient with others.
14. I often find myself disagreeing with people.
15. When someone is bossy, I do the opposite they ask.
16. When I look back on what's happened to me, I can't help feeling mildly resentful.
17. When I am mad, I sometimes slam doors.
18. If somebody hits me first, I let them have it.
19. There are a number of people who seem to dislike me very much.
20. I am irritated a great deal more than people are aware.
21. I can't help getting into arguments with people when they disagree with me.
22. When people are bossy, I take my time just to show them.
23. Almost every week I see someone I dislike.
24. I like playing practical jokes on others.
25. Whoever insults my family or me is asking for a fight.
26. There are a number of people who seem to be jealous of me.
27. It makes my blood boil to have somebody make fun of me.
28. I demand that people respect my rights.
29. Occasionally, when I am mad at someone, I will give him or her the "silent treatment".
30. Although I don't show, I am sometimes eaten up by jealousy.
31. I sometimes have the feeling that others are laughing at me.
32. People who continually pester you are asking for a punch in the nose.

33. I sometimes have the feeling that others are laughing at me.
34. If someone doesn't treat me right, I let it annoy me.
35. When my anger is aroused, I use "strong language".
36. There are some people I really hate.
37. I sometimes pout when I don't get my own way.
38. I seldom strike back, even if someone hits me first.
39. My motto is "Never trust strangers."
40. Sometimes people bother me by just being around.
41. If someone annoys me, I am likely to tell them what I think of them.
42. I let people see the way I feel, I'd be considered a hard person to get along with.
43. Since the age of ten, I never had a temper tantrum.
44. When I really lose my temper, I am capable of slapping someone.
45. I commonly wonder what hidden reason another person may have for doing something nice for me.
46. I often feel like a powder of keg ready to explode.
47. When people yell at me, I yell back.
48. At times I feel I get a raw deal out of life.
49. I can remember being so angry that I picked up the nearest thing and broke it.
50. I get into fights about as often as the next person does.
51. I used to think that most people told the truth, but now I know otherwise.
52. I sometimes carry a chip on my shoulder.
53. When I get mad, I say nasty things.
54. I sometimes show my anger by banging on the table.
55. If I have to resort to physical violence to fend my rights. I will.
56. I have enemies who I think really wish to harm me.
57. I can't help being a little rude to people I don't like.
58. I could not put someone in their space, even if they needed it.
59. I have known people who pushed me so far that we came to blows.
60. I feel that most people try to anger or insult me.
61. I let unimportant things irritate me.
62. I often make threats I don't really mean to carry out.
63. Lately, I have been king of grouchy.
64. When arguing, I tend to raise my voice.
65. I can't cover up my poor opinions of others.
66. I would rather argue about the truth as I see it, then let the matter pass.

IC/AM/PL TEST ANSWER SHEET

Name: _____

Date: _____

Negative
4+ True

Resentment
4+ True

Indirect
Hostility
6+ True

Assault
6+ True

Suspicion
4+ True

Irritable
8+ True

Verbal
Hostility
9+ True

1_____

2_____

3_____

4_____

5_____

6_____

7_____

8_____

9_____

10_____

11_____

12_____

13_____

14_____

15_____

16_____

17_____

18_____

19_____

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55_____

56_____

57_____

58_____

59_____

60_____

61_____

62_____

63_____

64_____

65_____

66_____

SMART CHOICESTM

COURT DIVERSION PROGRAMS

1000 S. Valley View
Las Vegas, Nevada 89107
Office: (702) 308-7414 Fax: (702) 749-5882

DOMESTIC VIOLENCE PROGRAM INTAKE APPLICATION

_____	_____	_____	
Last Name	First Name	Social Security Number	
_____	_____	_____	
Address	City	State	Zip Code
_____	_____	_____	_____
_____	_____	_____	
Telephone	Cell Phone	Email Address	
_____	_____	_____	
_____	_____	_____	_____
Age	DOB	Sex	# Case Number

RACE/ETHNICITY INFORMATION (FOR STATISTICAL PURPOSES ONLY) (CHECK ONLY ONE)

Caucasian/White: _____ African American/Black: _____ Asian/Pacific Islander: _____
Hispanic: _____ American Indian: _____ African/Black & White: _____
Asian & White: _____ Indian & White: _____ Indian/Black: _____
Other: _____

EMERGENCY INFORMATION

_____	_____		
Name	Relationship		
_____	_____		
Address	City	State	Zip Code

Telephone Number

Have you been convicted of a sexual crime? Yes / No
Have you been currently taking medication of any kind? Yes / No (If yes please list)

Are you HIV/AIDS Positive? Yes / No

Have you ever been convicted of a violent crime? Yes / No

Are you a Veteran? Yes / No

Are you disabled? Yes / No _____

Are you over 55 years old? Yes / No _____

Do you have children, if yes how many and ages? Yes / No _____

Marital Status (Please Circle One) Single Married Separated Divorced

1. Highest grade completed? _____
 2. The last school I attended was: High School _____ College _____
 3. Certificates received: Diploma _____ GED _____ Degree _____
 4. Currently attending school or class? Yes / No Grade or Course _____
 5. Please list any other training programs you have participated in (include date, place, type of program, and whether completed or not): _____
-

DRUG USAGE:

	Date Last Used	Amount Last Used	Average Daily Usage	IV Use	Age Usage Began	Years of Usage
Alcohol						
Heroin						
Other opiates						
Cocaine						
Amphetamines						
Hallucinogens						
Marijuana						
Benzodiazepine						
Tranquilizers						
Other:						
Other:						

Drug of choice: _____ # of Overdoses: _____

Longest amount of time you've gone without any drugs/alcohol: _____

How did you accomplish this? _____

What is the longest period of time you've gone to AA/NA? _____

Have you ever attempted suicide? If yes, date of attempt? _____

Are you allergic to any food, medication, etc.? Yes / No

If yes, please list: _____

Do you have any medical conditions we should know about? Yes / No If yes, please explain.

Have you ever been treated for mental illness? Yes / No If yes, please explain.

1. Please check all of the following activities you can perform without assistance:

_____ meal preparation _____ housework _____ signing a lease or contract
_____ taking medicines _____ laundry
_____ use of telephones _____ use of transportation

2. Are you currently involved in any legal issues (please include divorce / parenting plan, traffic offense, civil suit, criminal, etc.)? Yes / No If YES, please explain:

Please describe a personal accomplishment that you are proud of: _____

Please list three (3) goals that are currently working on: _____

What are your long-term goals 5+ years from now? _____

What do you see as possible obstacles to completing any of these goals?

Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip Code: _____

How does this person know you? _____ How long? _____

Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip Code: _____

How does this person know you? _____ How long? _____

Signature

Date

The logo for SMART CHOICES COURT DIVERSION PROGRAMS. It features a stylized blue and black icon of a person's head and shoulders on the left, followed by the words "SMART CHOICES" in a large, bold, blue sans-serif font. Below this, the words "COURT DIVERSION PROGRAMS" are written in a smaller, black, sans-serif font. A small "TM" trademark symbol is located at the top right of the word "CHOICES".

SMART CHOICESTM

COURT DIVERSION PROGRAMS

Name: _____ Date: _____

The following steps represent my plan for increasing my safety and preparing in advance for the possibility for further violence. Although I do not have control over my partner's violence, I do have a choice about how to respond to him/her and how to best get myself and my children to safety.

STEP 1: Safety during a violent incident. Women cannot always avoid violent incidents. In order to increase safety, battered women may use a variety of strategies. I can use some of the following strategies:

A. If I decide to leave, I will _____. (Practice how to get out safely. What doors, windows, elevators, stairwells, or fire escapes would you use?)

B. I can keep my purse and car keys ready and put them (location) _____ in order to leave quickly.

C. I can tell _____ about the violence and request that she or he call the police if she or he hears suspicious noises coming from my house.

D. I can teach my children how to use the telephone to contact the police, the fire department, and 911.

E. I will use _____ as my code with my children or my friends so they can call for help.

F. If I have to leave my home, I will go to _____. (Decide this even if you don't think there will be a next time.)

G. I can also teach some of these strategies to some or all of my children.

H. When I expect we're going to have an argument, I'll try to move to a place that is low risk, such as _____. (Try to avoid arguments in the bathroom, garage, kitchen, near weapons, or in rooms without access to an outside door.)

I. I will use my judgment and intuition. If the situation is very serious, I can give my partner what he/she wants to calm him/her down. I have to protect myself until I/we

STEP 2: Safety when preparing to leave. Battered women frequently leave the residence they share with the battering partner. Leaving must be done with a careful plan in order to increase safety. Batterers often strike back when they believe that a battered woman is leaving a relationship. I can use some or all of the following strategies:

A. I will leave money and an extra set of keys with _____ so I can leave quickly.

B. I will keep copies of important documents or keys at _____.

C. I will open a savings account by _____, to increase my independence.

D. Other things I can do to increase my independence include: _____
_____ . 2 of 5

E. I can keep change for phone calls on me at all times. I understand that if I use my telephone credit card, the following month's phone bill will show my batterer those numbers I called after I left. To keep my phone communications confidential, I must either use coins, or I might ask to use a friend's phone card for a limited time when I first leave.

F. I will check with _____ and _____ to see who would be able to let me stay with them or lend me some money.

G. I can leave extra clothes or money with _____.

H. I will sit down and review my safety plan every _____ in order to plan the safest way to leave the residence. _____ (domestic violence advocate or friend's name) has agreed to help me review this plan. I. I will rehearse my escape plan and, as appropriate, practice it with my children.

STEP 3: Safety in my own residence. There are many things that a woman can do to increase her safety in her own residence. It may be impossible to do everything at once, but safety measures can be added step by step. Safety measures I can use:

A. I can change the locks on my doors and windows as soon as possible.

B. I can replace wooden doors with steel/metal doors.

C. I can install security systems including additional locks, window bars, poles to wedge against doors, an electronic system, etc.

D. I can purchase rope ladders to be used for escape from second floor windows.

E. I can install smoke detectors and fire extinguishers for each floor of my house/apartment.

F. I can install an outside lighting system that activates when a person is close to the house.

G. I will teach my children how to make a collect call to me and to _____ (name of friend, etc.) in the event that my partner takes the children. H. I will tell the people who take care of my children which people have permission to pick up my children and that my partner is not permitted to do so. The people I will inform about pick-up permission include:

_____ (name of school) _____

(name of babysitter) _____ (name of teacher)

_____ (name of Sunday-school teacher)

_____ (name[s] of others) I. I can inform _____
(neighbor) and _____ (friend) that my partner no longer resides with me and that
they should call the police if he is observed near my residence. 3 of 5

STEP 4: Safety with an Order of Protection. Many batterers obey protection orders, but one can never be sure which violent partner will obey and which will violate protective orders. I recognize that I may need to ask the police and the courts to enforce my protective order. The following are some steps I can take to help the enforcement of my protection order:

A. I will keep my protection order _____ (location). Always keep it on or near your person. If you change purses, that's the first thing that should go in the new purse.

B. I will give my protection order to police departments in the community where I work, in those communities where I visit friends or family, and in the community where I live.

C. There should be county and state registries of protection orders that all police departments can call to confirm a protection order. I can check to make sure that my order is on the registry. The telephone numbers for the county and state registries of protection orders are: _____
(county) and _____ (state).

D. I will inform my employer; my minister, rabbi, etc.; my closest friend; and _____ that I have a protection order in effect.

E. If my partner destroys my protection order, I can get another copy from the clerk's office.

F. If the police do not help, I can contact an advocate or an attorney and file a complaint with the chief of the police department or the sheriff.

G. If my partner violates the protection order, I can call the police and report the violation, contact

STEP 5: Safety on the job and in public. Each battered woman must decide if and when she will tell others that her partner has battered her and that she may be at continued risk. Friends, family, and co-workers can help to protect women. Each woman should carefully consider which people to invite to help secure her safety. I might do any or all of the following:

A. I can inform my boss, the security supervisor, and _____ at work.

B. I can ask _____ to help me screen my telephone calls at work.

C. When leaving work, I can _____.

D. If I have a problem while driving home, I can _____.

E. If I use public transit, I can _____.

F. I will go to different grocery stores and shopping malls to conduct my business and shop at hours that are different from those I kept when residing with my battering partner.

G. I can use a different bank and go at hours that are different from those kept when residing with my battering partner. 4 of 5

STEP 6: Safety and drug or alcohol use. Most people in this culture use alcohol. Many use mood-altering drugs. Much of this is legal, although some is not. The legal outcomes of using illegal drugs can be very hard on battered women, may hurt her relationship with her children, and can put her at a disadvantage in other legal actions with her battering partner. Therefore, women should carefully consider the potential cost of the use of illegal drugs. Beyond this, the use of alcohol or other drugs can reduce a woman's awareness and ability to act quickly to protect herself from her battering partner.

Furthermore, the use of alcohol or other drugs by the batterer may give him an excuse to use violence. Specific safety plans must be made concerning drugs or alcohol use. If drug or alcohol use has occurred in my relationship with my battering partner, I can enhance my safety by some or all of the following:

A. If I am going to use, I can do so in a safe place and with people who understand the risk of violence and are committed to my safety.

B. If my partner is using, I can _____ and/or _____. C. To safeguard my children I might _____.

STEP 7: Safety and my emotional health. The experience of being battered and verbally degraded by partners is usually exhausting and emotionally draining. The process of building a new life takes much courage and incredible energy. To conserve my emotional energy and resources and to avoid hard emotional times, I can do some of the following:

A. If I feel down and am returning to a potentially abusive situation, I can _____.

B. When I have to communicate with my partner in person or by telephone, I can _____.

C. I will try to use "I can ..." statements with myself and be assertive with others.

D. I can tell myself, " _____ " whenever I feel others are trying to control or abuse me.

E. I can read _____ to help me feel stronger.

F. I can call _____ and _____ for support.

G. I can attend workshops and support groups at the domestic violence program or _____ to gain support and strengthen relationships.

STEP 8: Items to take when leaving. When women leave partners, it is important to take certain items. Beyond this, women sometimes give an extra copy of papers and an extra set of clothing to a friend just in case they have to leave quickly. Money: Even if I never worked, I can take money from jointly held

savings and checking ac- counts. If I do not take this money, he can legally take the money and close the accounts. 5 of 5 Items on the following lists with asterisks by them are the most important to take with you. If there is time, the other items might be taken, or stored outside the home. These items might best be placed in one location, so that if we have to leave in a hurry, I can grab them quickly. When I leave, I should take: *Identification for myself *Children's birth certificate *My birth certificate *Social Security cards *School and vaccination records *Money *Checkbook, ATM card *Credit cards *Key - house, car, office *Driver's license and registration *Medications *Copy of protection order *Welfare identification, work permits, green cards Passport(s), divorce papers Medical records - for all family members Lease/rental agreement, house deed, mortgage payment book Bank books, insurance papers Address book Pictures, jewelry Children's favorite toys and/or blankets Items of special sentimental value Telephone numbers I need to know: Police/sheriff's department (local) - 911 or

_____ Police/sheriff's department (work)

_____ Police/sheriff's department (school)

_____ Prosecutor's office

_____ Battered women's program (local)

_____ National Domestic Violence Hotline: 800-799-SAFE (7233)

800-787-3224 (TTY) www.ndvh.org County registry of protection orders

_____ State registry of protection orders

_____ Work number

_____ Supervisor's home number

_____ I will keep this document in a safe place and out of the reach of my potential attacker. Review date: _____



Smart Choices intends to help provide a safe and drug-free learning environment for our clients and our students. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future students of Smart Choices.

Smart Choices explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the student's work performance, the safety of the student or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the student's work performance, the safety of the student or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the student's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the student.

Smart Choices reserves the right to conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Students may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **FOR-CAUSE TESTING:** Smart Choices may ask a student to submit to a drug and/or alcohol test at any time it feels that the student may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the student's person or in the student's vicinity, unusual conduct on the student's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

If a student is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an student refuses a request to submit to testing under this policy, the student may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the student will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Student Signature

Date

Facilitator Signature

Date