

New Horizons Respite/Babysitting Contract and Service Agreement

This contract is entered into by New Horizons Ranch and Center, Inc., hereinafter referred to as “New Horizons,” and _____, hereinafter referred to as “Provider” on this _____ day of _____, in the year _____. Children or adolescents placed by New Horizons are hereinafter referred to as “Youth.”

The Provider’s duties will be to function as a respite/babysitting home to provide services to Youth/s in their home and/or in the licensed foster home. The Provider shall provide services under this Agreement in accordance with (1) New Horizons Policy & Procedures and (2) this Agreement.

Respite care is defined as planned alternative 24-hour care that has the purpose of providing relief to the child’s primary caregiver. Respite childcare placement is a placement that lasts more than 24 hours. The placement of a child in a home for less than 24 hours is not considered respite childcare, it would be considered babysitting. Babysitting can occur for 8 consecutive hours (and never overnight) for caregivers 16-18 years of age. Babysitting can occur for 12 consecutive hours for caregivers 18 years of age and older.

Respite caregivers must be at least 18 years of age. Babysitters must be at least 16 years of age with 40 hours of documented childcare experience OR 18 years of age.

I. Communication

A. Flow of communication from Provider.

1. The provider will communicate with the Foster Parent. The provider will also be given the contact information for New Horizons when they are providing respite care.
2. At least one provider must be available by phone to respond to emergencies, changes in schedules, or unplanned events; and to provide care and supervision whenever a youth needs the attention of the provider.

II. Provider Agrees To:

A. Provide care-giving activities such as:

1. Be responsible for the Youth in their home or in the foster home for the agreed upon length of time for respite or babysitting.
2. Provide a home climate conducive to the following:
 - a. Building the Youth’s appreciation for his or her own skills, and potential to be a productive and valued member of the family and community.
 - b. Improving the Youth’s ability to cope with problems in a socially acceptable manner.
 - c. Improving the Youth’s ability to relate to adults and peers in a positive manner.
3. Conducting themselves in a manner that provides appropriate models for the Youth according to community norms.

- B. Insurance:** Provider shall maintain adequate insurance coverage, including insurance for any vehicle used in transportation of the Youth. New Horizons insurance recommendations are described on **Appendix A**.
- C. Transportation:** Whenever a Youth is transported in Provider's motor vehicle, the Youth must ride in an infant carrier, a child seat, or a seat belt, as appropriate to the Youth's age and size; such appropriateness to be determined according to Texas rules and regulations and vehicle manufacturer's recommendations, including air bag considerations. Furthermore, the driver and all passengers of a New Horizons' vehicle containing the Youth must be properly restrained by a seat belt, infant carrier, or child seat, as appropriate when the vehicle is in motion. The Provider should be informed by the foster parent on how to use specific safety seats prior to babysitting/respite.
- D. Training:** New Horizons requires that Respite Providers and Babysitters who are caring for Youth who are assigned the Basic Level of Care receive a minimum of 4 hours of training per caregiver initially. Trainings include:
- CPR/First Aid (3 Hours, updated biannually)
 - New Horizons' Respite Basics Online Training (1 Hour, one time only)

Respite Providers who are caring for Youth who are assigned the *Moderate* or *Specialized* Level of Care or who are determined to need *Treatment Services* receive an additional initial 16 hours of Peaceful Intervention training (with 8 hours annually thereafter). New Horizons will provide regularly scheduled training for the Provider. The Provider is responsible for ensuring they have supporting documentation to validate their training, otherwise training hours cannot be counted toward the training requirement. Providers are required to maintain a current certification in CPR/First Aid and receive annual training on Psychotropic Medications, Trauma-Informed Care, and other periodic topics. New Horizons will provide training on these topics at a scheduled time and notify the Provider of the date.

- E. Immediate Notification Required:** New Horizons must be notified immediately if:
- A youth become a danger to self or others.
 - A youth requires emergency medical care and/or hospitalization.
 - A serious incident occurs such as those indicated in **Appendix C**.
 - There is a change of address. New Horizons must be notified before the Provider changes address. The homes of the Provider must be evaluated before Youth can be placed in the home for respite/babysitting.
 - A youth is absent without permission.
- F. Medications:** Keep all medications secured, dispensing them only as prescribed by a physician, and reviewing adequate information as to side effects and other conditions of

the medication. All prescribed medications for all youth and over-the-counter medications given to a Youth under the age of five must be recorded in the appropriate forms provided by the Foster Parent.

III. Independent Provider Relationship: In the performance of the services under this Agreement, the Provider is an Independent Provider, with the authority to control and direct the performance of the details of the work. No principal/agent relationship exists or is created between the provider and New Horizons, and the Provider is not an employee of New Horizons. Provider will not be within the protection or coverage of New Horizons workers' compensation insurance, and no withholding of Social Security or other deductions shall be made from the sums agreed to be paid to Provider hereunder, the same being contract payments and not wages. New Horizons is not vicariously liable for the torts of the Provider, nor is New Horizons responsible for obtaining any licenses or paying any fees that arise under or relate to the Provider's performance of services under this Agreement.

Payment: Foster Parents are responsible for arranging payment for respite services unless the placement is a New Horizons initiated placement due to an emergency situation.

IV. Dissolution of Contract: New Horizons may remove any Youth and terminate this Agreement at any time without cause and without notice.

A. **Termination:** This contract may be terminated at any time.

B. **Termination for Cause:** New Horizons reserves the right to terminate this agreement if the Provider is not in compliance with any section of this Agreement. Defaults on the part of the Provider can or will result in termination for cause are listed below:

1. Falsification of reports
2. Physical, verbal, or sexual abuse
3. Theft, or willfully damaging the Youth's property or property of New Horizons
4. Breach of confidentiality of the Youth or any of New Horizons' documents
5. Failure to meet the terms of this Agreement
6. Any indictment relating to the Texas Family Code
7. Being charged or indicted with any felony
8. Neglect of Youth
9. Inability of the Provider to provide services specified in the Agreement
10. Use of corporal punishment or inappropriate physical contact

V. Confidentiality: All examinations, inspections, and visitations under this Agreement will be conducted in accordance with generally accepted standards for privilege and confidentiality.

All records will be subject to confidentiality laws and record-keeping laws of the state, federal, and local governments. The Provider shall safeguard and keep confidential all personal

information, including, but not limited to, case records, psychological evaluations, therapy notes, and/or treatment plans of youths placed by New Horizons in their home. The Provider may not release in any manner any portions of such records or information to other than authorized personnel of New Horizons.

New Horizons shall have no obligation to reveal to the Provider (or anyone else) and shall keep confidential all information, including results of certain medical tests, which New Horizons is required by law, regulation or otherwise, to keep private or confidential. Providers will need to schedule an appointment to review this information in their local CPA office.

Employees, caregivers, subcontractors, and/or volunteers who work directly with children or families at/from New Horizons Ranch and Center, Inc. have access to privileged information regarding those we serve such as the client's past experiences, present treatment and future plans.

Employees, caregivers, subcontractors and/or volunteers are required to handle this information in a responsible, sensitive and confidential manner.

As a condition of employment, subcontracting, and/or volunteer work with New Horizons Ranch and Center, Inc. Providers agree to the following:

1. All information, written, verbal or electronic, which I receive in connection with job/duties, is the property of either New Horizons Ranch and Center, Inc. or customers of New Horizons Ranch and Center, Inc. All such information will be held in strict confidence.
2. If a Provider should release any confidential information other than to New Horizons Ranch and Center, Inc. employees/subcontractors/volunteers as directed by New Horizons Ranch and Center, Inc. or its consumers, then employment/subcontract/volunteer work may be immediately terminated.
3. Any violation of this agreement could result in immediate termination.

VI. Indemnification: THE PROVIDER AGREES TO INDEMNIFY, HOLD HARMLESS, SAVE AND DEFEND EVERY FORMER, CURRENT AND FUTURE OFFICER, DIRECTOR, AGENT, AND EMPLOYEE, AND ANY OTHER PARTIES REQUIRED TO BE INDEMNIFIED, INCLUDING NEW HORIZONS UNDER THE GOVERNING DOCUMENTS OF NEW HORIZONS, ("INDEMNIFIED PARTIES") AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, EXPENSES, COSTS, LIABILITIES, INJURIES, CAUSES OF ACTION OR JUDGMENTS INCLUDING ATTORNEY'S FEES AND COURT COSTS FOR PERSONAL INJURY, INCLUDING BODILY INJURY OR DEATH, ILLNESS, DISEASE, LOSS OF OR DAMAGE TO PROPERTY OF PROVIDER, INCLUDING WITHOUT LIMITATION, PROVIDER, PROVIDER'S EMPLOYEES, AND DIRECTORS, NEGLIGENCE, BREACH OF CONTRACT, DERELECTION OF DUTY TO YOUTH[S], NON-COMPLIANCE WITH CURRENT AND/OR FUTURE REGULATIONS DISSEMINATED BY THE RESIDENTIAL CHILD CARE LICENSING DIVISION OF THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES (TDFPS), NON-COMPLIANCE WITH THE NEW HORIZONS FOSTER/ADOPTIVE PARENT INDEPENDENT CONTRACT AND SERVICE AGREEMENT, OCCASIONED, CONTRIBUTED TO OR IN ANY WAY

CAUSED OR ALLEGED TO BE OCCASIONED, CONTRIBUTED TO OR IN ANY WAY CAUSED IN WHOLE OR IN PART BY THE PROVIDER, ITS AGENTS, EMPLOYEES, DIRECTORS, OWNERS AND COMMITTEE MEMBERS, OR IN ANY WAY ARISING OUT OF, CONNECTED WITH OR INCIDENT TO THE PERFORMANCE OF THE OBLIGATIONS COVERED BY THIS NEW HORIZONS FOSTER/ADOPTIVE PARENT INDEPENDENT CONTRACT AND SERVICE AGREEMENT, INCLUDING MISTAKE OF BUSINESS JUDGMENT AND/OR NEGLIGENCE, BY WHOMEVER PERFORMED, REGARDLESS OF WHETHER SUCH INJURY, DEATH OR DAMAGE IS CAUSED OR IS ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF ANY OFFICER, DIRECTOR, AGENT, AND EMPLOYEE, AND ANY OTHER PARTIES REQUIRED TO BE INDEMNIFIED NEW HORIZONS UNDER THE GOVERNING DOCUMENTS OF NEW HORIZONS. THE RIGHT OF INDEMNIFICATION PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY PROVIDER TO INDEMNIFY AND PROTECT NEW HORIZONS FROM THE CONSEQUENCES OF PROVIDERS' OWN NEGLIGENCE, FAULT OR STRICT LIABILITY, WHETHER THAT NEGLIGENCE, FAULT OR STRICT LIABILITY IS THE SOLE, JOINT, OR CONCURRING CAUSE OF THE INJURIES, DEATH, PROPERTY DAMAGE, OR NON-COMPLIANCE WITH THE REGULATIONS SPECIFIED IN THIS AGREEMENT.

VII. Non-Disclosure: Provider agrees that Provider shall not, either during or after the term of this Agreement, reveal to any third party, nor use to Provider's own advantage or for any purpose other than the necessary use of Services in accordance with this Agreement, any such Confidential Information, to keep the Confidential Information provided by New Horizons as a secret, and will not sell, transfer, publish, disclose, display or otherwise make available any such Confidential Information to any person or entity, other than an employee of New Horizons without prior Written Authorization of New Horizons.

- A. Provider agrees not to use any information generated in the business relationship between New Horizons and Provider (including, without limitation, documents, work papers, client list, vendor lists, proprietary information, formulated documents, tangible products, family and foster parent lists and other material, including all copies thereof) for any purposes other than in furtherance of Provider's necessary and legitimate performance of this Agreement.
- B. If Provider breaches the provisions of this Agreement, Provider agrees to immediately notify New Horizons and fully cooperate with New Horizons in mitigating any potential damages by, at Provider's sole expense, including immediately recovering all Confidential Information from the unauthorized recipient and instructing the unauthorized recipient to cease and desist from any use of the improperly disclosed Confidential Information.

VIII. Miscellaneous: Should any provision of this Agreement be unenforceable or prohibited by an applicable law, this Agreement shall be considered divisible as to such provision, which shall be inoperative, but the remainder of this Agreement shall be valid and binding as though such provision were not included herein.

This Agreement supersedes any prior Agreements or understandings, oral or written. The terms of this Agreement may not be altered by any course of dealing and may be amended by a written instrument executed by the Provider and New Horizons.

All New Horizons programs including the foster and adoptive program are based on the protection of fundamental human rights and keeping children first. These rights include civil, constitutional and legal rights of the individual. New Horizons Providers and clients are chosen without regard to race, religions, sex, ethnic background or age within the limits of applicable licenses.

APPENDIX A

Insurance Requirements

A. Personal Automobile Liability:

Provider will provide proof of personal automobile liability insurance to New Horizons through a “Certificate of Insurance.” Providers, and New Horizons staff, are strongly encouraged to carry coverage with limits of liability as follows: \$100,000.00/\$300,000.00 for Bodily Injury; \$100,000.00 for Property Damage; \$2,500.00 Personal Injury Protection; and \$100,000.00/\$300,000.00 for Uninsured Motorist Coverage.

B. Comprehensive Personal Liability (Homeowners):

Providers who own their homes are strongly encouraged to carry comprehensive personal liability coverage.

APPENDIX C

Reporting Requirements for Serious Incidents

The Provider must report the following types of serious incidents to New Horizons immediately.

- A. Any incident where there are indications that a Youth in care may have been abused or neglected as defined by the Family Code.
- B. Abusive activity among Youth/s in care:
 - 1. Non-consensual sexual activity between Youth of any age.
 - 2. Consensual sexual activity between Youth when there is a significant difference in size or developmental level of the Youth.
 - 3. Youth to Youth behavior that results in observable physical injury and causes material impairment.
- C. Abusive treatment by caregiver or other adults, examples include:
 - 1. A slap to the face
 - 2. Sexual verbalizations
 - 3. Exposing the anus, breast, or any part of the genitals
 - 4. Inappropriate kissing
 - 5. Provision of sexually oriented material to a Youth other than that used for appropriate sex education or counseling
 - 6. Touching a Youth in inappropriate ways
 - 7. Providing drugs or alcohol to a Youth
- D. Incidents that result in any injury, hospitalization, or permanent disability of a Youth.
- E. Any new diagnoses that requires special medical care or a diagnoses of a communicable disease.
- F. Any attempt or a threat of attempt by a Youth to take his own life, using means capable of causing serious injury or means or methods that the Youth believes capable of causing serious injury.
- G. Restraint
- H. Runaway

APPENDIX E

Behavior Management / Discipline Policy

PURPOSE: To describe the behavior management philosophy, approach and basic techniques utilized by New Horizons. The following policy is written for foster/adoptive homes, but also includes any respite provider/babysitting homes where the Youth is being cared for in the respite or babysitter's home.

POLICY: New Horizons Child Placing Agency addresses behavior management with Reality Therapy approach that strongly emphasizes personal responsibility for behavior and emotions. Reality Therapy, by William Glasser, has been used in therapeutic practices since the 1960s. Behavior Management is individualized as much as possible in order to best meet the treatment needs of the children and adolescents. New Horizons Behavior Management Policy utilizes natural and logical consequences for behavior. Behavior Management is seen as a tool to deepen and enhance the therapeutic relationship between the child and staff, not just as a tool to change behavior.

The steps of Reality Therapy, i.e., asking youths who are acting out inappropriately three (3) basic questions to help them understand what they want and how their behavior is hindering their ability to obtain what they want (What do you want? What are you doing to get what you want? Is it working?), is individualized to meet each youth's needs. The youth is helped to develop a simple plan to obtain what he/she wants by making better behavioral choices. The approach is non-punitive and youth friendly. It assumes that what motivates the youth's behavior is the attainment of five (5) basic needs that the youth sees as 'wants.' These methods are used in addressing and processing maladaptive / inappropriate behavior with the youth, with the primary intent being (1) the enhancement of the therapeutic relationship, (2) for the youth to create more appropriate ways to relate and cope.

Foster and adoptive families utilize specialized, short-term treatment interventions and/or plans that emphasize personal responsibility for behavior and feelings, planning corrective action, and practicing more appropriate behavior. The foster parent and staff may not use or threaten use of physical discipline with any child. Additionally, the foster parent and staff may not threaten child with loss of visits of any type of contact with family or siblings or threaten the child with loss of placement as a punishment or deterrent behavior.

- I. Reality Therapy Procedures:** Basic concepts and steps of Intervention with Reality Therapy
 - A. Involvement:** Warmth and understanding are needed for two (2) people to become initially involved
 - B. Discuss current behavior:** To facilitate the person being helped become more aware of their current behavior and the results of their actions
 - C. Ask, "Is this helping or hurting?":** The person must judge his own behavior on the basis of whether he/she believes it is good for him/her and good for the people who care about or would like to care about him/her as well as whether his/her behavior is socially acceptable in his community.

- D. Help the client to make a plan to do better, plan responsible behavior:** Once someone makes a value judgment, the person helping him must assist in developing realistic plans for action to follow the value judgment.
- E. Get a commitment:** A person cannot expect a commitment until there is involvement and a good plan has been made.
- F. Do not accept excuses:** Never excuse the person who needs help from the responsibility of the commitment. An excuse reduces the pain of failure, but does not lead to success. A commitment made is worth keeping.
- G. Do not punish or criticize, but do not interfere with reasonable consequences:** Praise often leads to more responsible behavior. The purpose of Punishment/Criticism is to change someone's behavior through fear, pain, or loneliness.
- H. Never Give up:** If the plan does not work, return to involvement and start the process again.

II. Discipline may include:

- A. Time out
- B. Logical Consequences
- C. Loss of specific privileges
- D. Increased supervision
- E. Positive reinforcement
- F. Individualized Plan for changing behaviors

III. New Horizons Prohibits the following forms of Discipline:

- 1. Degrading comments or other behavior;
- 2. Corporal punishment or threats of corporal punishment;
- 3. Pinching, shaking, or biting a child;
- 4. Hitting a child with a hand or instrument;
- 5. Putting anything in or on a child's mouth;
- 6. Humiliating, ridiculing, rejecting, or yelling at a child;
- 7. Subjecting a child to harsh, abusive, or profane language;
- 8. Placing a child in a locked or dark room, bathroom, or closet with the door closed;
- 9. Requiring a child to remain silent or inactive for inappropriately long periods of time for the child's age.
- 10. Forced exercise solely for the purpose of eliminating behavior rather than for instructive or athletic value;
- 11. Group punishment for one child's behavior;
- 12. Medication for punishment;
- 13. Mechanical Restraints;
- 14. Extended Isolation;
- 15. Deprivation of Child's Rights and Needs, e.g. food, parental visits;
- 16. Painful Adverse Stimuli;
- 17. Unproductive Work;
- 18. Discipline of any type is inappropriate and not permitted for infants.

APPENDIX F

Firearms Policy

PURPOSE: To specify the necessary terms and conditions and specific restrictions related to the possession, storage and use of weapons, firearms, explosive materials and projectiles such as darts or arrows. The following policy is written for foster/adoptive homes, but also includes any respite provider/babysitting homes where the Youth is being cared for in the respite or babysitter's home.

POLICY: New Horizons Child Placing Agency accepts that, in general, weapons, firearms, explosive materials and projectiles such as darts or arrows are permitted in most foster homes with reasonable and specific restrictions. Additionally, New Horizons' general philosophy is that with appropriate safety measures, supervision and training that the use of these materials can be therapeutically beneficial for many individuals. The following procedure is necessary to ensure that hunting and handling firearms is appropriate for the individual youth, and is accomplished in a safe and secure environment for all concerned parties. Further it is the Policy of New Horizons to ensure that these materials are stored in an adequate and secure manner.

PROCEDURE:

- I. Determination of weapons, firearms, explosive materials or projectiles are present in the Foster/Adoptive Homes:**
 - A. It will be determined during foster/adopt home screenings as to whether the above items are present in the home.
 - B. When determined that the items are present in the Foster/Adopt Home:
 1. Policies and requirements will be reviewed with the prospective foster parents
 2. Foster home record will include the following documentation:
 - a. Items present in the home;
 - b. Specific precautions the caregivers must ensure that the youth do not have unsupervised access;
 - c. Plan for appropriate storage of items;
 - d. Compliance of acceptable storage of these items will be reviewed periodically and again on the Two Year Review.
 - C. Foster Parents must inform New Horizons Staff if there is a change in the type of weapon or if an additional weapon is obtained.
- II. Determination of adequate storage of weapons, firearms, explosive materials or projectiles in Foster/Adoptive Homes:**
 - A. Specific precautions must be in place to ensure youth do not have unsupervised access to these items.
 - B. Firearms, hunting bows and arrows will always be locked away and stored out of reach of youth.
 - C. Ammunition will be locked in a separate location from the firearm which is out of the reach of youth.
 - D. The home must prove that therapeutic level, street-wise youths cannot possibly gain access to the firearms, projectiles or explosives.

1. Precautions to be taken into account:
2. Age of youth
3. History of youth
4. Emotional maturity of youth
5. Background of youth in the home

III. Restrictions weapons, firearms, explosive materials and projectiles

- A. A determination must be made as to whether a youth may have the privilege to use weapons, firearms, explosive materials, projectiles or toys that explode or shoot.
- B. Youth who are determined to be appropriate to use weapons, firearms, explosive materials, projectiles or toys that explode or shoot must be directly supervised by a qualified adult when participating in the use of these materials.

IV. Determination of youth's eligible to participate in supervised activities involving weapons, firearms, explosive materials and projectiles

- A. No youth may use a weapon, firearm, explosive material, projectile, or toy that explodes or shoots, unless the youth is directly supervised by a qualified adult.
- B. The decision regarding who may or may not participate is made on an individual basis by the youth's treatment team. The decision should be clearly documented in the youth's record.
- C. Only youth receiving basic child care services can participate in activities involving these items.
- D. Consideration of the following:
 1. Youth's Level of Care
 2. Youth's general positive participation in the therapeutic foster family program
 3. Youth's age, history, emotional maturity and background

V. Transportation and firearms, other weapons, explosive materials or projectiles

- A. A caregiver may not transport a youth in a vehicle where a handgun is present unless the handgun has been issued to the caregiver as part of that person's employment as a law enforcement official.
- B. A caregiver may transport a youth in a vehicle where firearms (not handguns), other weapons, explosive materials, or projectiles are present if:
 1. The youth is only receiving child-care services;
 2. All firearms are not loaded; and
 3. The firearms, other weapons, explosive materials, or projectiles are inaccessible to the youth.

VI. BB guns, projectiles and fireworks: Youths who have adjudicated as in need of supervision or delinquent will be considered for placement at New Horizons, equal to any other potential admission, according to the established Criteria for Admission.

APPENDIX G

Disaster and Emergency Plan/Policy

PURPOSE: To outline emergency procedures in the case of emergency and/or disasters.

POLICY: It is the policy of New Horizons to perform appropriate safety measures in case of any and all disasters and/or emergencies that include, but are not limited to acts of nature (such as flood, hurricane, fires, and tornadoes), chemical or hazardous material spills, critical equipment failure, weapons of mass destruction events, and acts of terrorism.

New Horizons is responsible for maintaining the placement of all children in our care during disasters that require mandatory evacuations or quarantines. All of our staff and foster/adoptive parents will be aware of our disaster and emergency plan and procedures, and will be prepared to fulfill their role in executing the Disaster and Emergency Plan. The following policy is written for foster/adoptive homes, but also includes any respite provider/babysitting homes where the Youth is being cared for in the respite or babysitter's home.

PROCEDURE:

1. If a mandatory evacuation is directed by local officials, foster/adoptive parents, caregivers, and/or staff will follow the instructions of local officials. Foster/adoptive parents, caregivers, and or/staff will then notify CPS as soon as all youth are at the safe destination.
2. Emergency evacuations will be handled in a similar fashion as to the mandatory evacuations except that evacuations will be immediate and all foster parents and caregivers will have an evacuation plan developed which they will follow in the case of an emergency. Foster/adoptive parents, caregivers, and/or staff will notify CPS as soon all youth are at the safe destination.
3. Disaster planning training for all foster/adoptive parents, caregivers, and staff will be carried out on an annual basis with all new staff receiving training as a part of New Employee Orientation and Training.
4. In the event of an emergency evacuation foster/adoptive parents and/or caregivers are directed to ensure that the youth's immediate needs are met including supervision, shelter, food, transportation, clothing, medication, and any other supplies, emergency equipment or emergency services required for the youth's wellbeing and medically necessary supplies or access to these items for the youth during an emergency.
5. New Horizons has all the records in electronic form in KaleidaCare in order to access via internet. All records contain the contact information for the Child's Caseworker and the Caseworker's Supervisor.

6. New Horizons will provide regular and crisis-response services to youth in care during and after the disaster. Services such as, but not limited to, crisis counseling are provided to meet the crisis-related needs of youth in care during and after the disaster. New Horizons will coordinate with staff and therapists to ensure the delivery of such services. New Horizons works with doctors and clinics in several surrounding counties and will be able to provide for any medical needs. Such services include, but are not limited to, providing children with medication as prescribed, emergency care, and Medical Care for youth with Primary Medical Needs. New Horizons will also maintain services as required by a court order and/or the child's service plan for the youth in care during and after the disaster.
7. New Horizons CPA Administrators and Executive Director will act as emergency contacts to interact with DFPS and will be available at all times in the event of an emergency or disaster. At the time of the situation, one staff will be designated as the Lead. They will provide information to DFPS and CPS by telephone, cell phone, website reporting (when available), and/or e-mail to keep them informed as to the identification, location, and condition of the children in care who have been evacuated as soon as the children reach their evacuation destination. New Horizons is a contractor with multiple facilities and will assign foster parents and/or a staff to notify CPS once per day, at a minimum (unless otherwise instructed by DFPS), to provide information concerning the children in their care until all children are accounted for. During mass evacuation of part of Texas is anticipated, the identified Lead will utilize the online reporting feature at <https://dfps.state.tx.us> for evacuation notification. In situations where the online reporting feature is not enabled or if there is not internet access, the identified Lead will make evacuation notification by calling the DFPS abuse/neglect hotline at 1-800-252-5400.

The designated staff for the Child Placing Agency, Facility 250114-352, Facility 250114-352-1, and Facility 250114-352-2, Contract #200394-901 are Stephanie Duncan, cell phone 325-370-7095, and Operations Director, Gary Hazy, cell phone 325-370-5385.

The telephone numbers given are all cell phone numbers and New Horizons will notify DFPS of changes in any positions or cell phone numbers.

8. New Horizons will provide for post-disaster activities (including emergency power, food, water, and transportation) as needed until the situation returns to normal and the youth are returned to their original location if conditions allow.
9. The staff in charge of coordinating our Disaster and Emergency Plan will notify all foster/adoptive parents and caregivers responsible for the youth when it is safe to return after an evacuation. They will also monitor conditions if a move to an alternate site is necessary to ensure safety.
10. New Horizons Disaster and Emergency Plan is reviewed at least yearly and when changes in administration, construction, or emergency phone numbers occur by the CPA Administrator to ensure it contains accurate information.
11. Foster/adoptive homes and staff are provided with a copy of the Agency Disaster Emergency Plan upon verification and annually thereafter. Additionally, the plan will be

provided if any changes are made. They are provided with the above telephone numbers in order to contact CPA administration to inform them of the location and condition of children in care as soon as possible upon reaching an evacuation destination.

12. The foster/adoptive parents are required to provide a written disaster plan at time of verification; this plan meets requirements and is updated according to DFPS Minimum Standards. The CPA maintains a copy of each home's disaster plan in its records.

Appendix H

Emergency Behavior Intervention Policy-FOR PROVIDERS WHO HAVE 16 HOURS OF PEACEFUL INTERVENTION TRAINING ONLY

PURPOSE: To describe policy and procedures regarding *emergency behavior intervention and personal restraints*.

POLICY: *Personal restraint* may be used only when a child's behavior results in an *emergency situation*. An *emergency situation* is defined as a situation in which attempted trauma-informed preventative de-escalatory or redirection techniques have not effectively reduced the potential for injury and it is immediately necessary to intervene to prevent:

- A. Imminent probable death or substantial bodily harm to the child because the child attempts or continually threatens to commit suicide or substantial bodily harm; or
- B. Imminent physical harm to another because of the child's overt acts, including attempting to harm others. These situations may include aggressive acts by the child, including serious incidents of shoving or grabbing others over their objections. These situations do not include verbal threats or verbal attacks.

PROCEDURE: New Horizons employs two types of restraints: *short personal restraints* that are under one minute in length and *personal restraints* that last longer than one minute. The differences between the two are primarily the length of time a child is restrained, the restraint situation, and the subsequent documentation. New Horizons also teaches how to complete specific restraint procedures by utilizing one and more than one caregiver. Only a caregiver qualified in *emergency behavior intervention* may administer any form of *emergency behavior intervention*, except for the *short personal restraint* of a child.

I. Short Personal Restraint

- A. A *short personal restraint* does not last longer than one minute before the child is released. Generally, a short personal restraint is used in urgent situations, such as:
 - 1. To protect the child from external danger that causes imminent significant risk to the child, such as preventing the child from running into the street or coming into contact with a hot stove. The restraint must end immediately after the danger is averted;
 - 2. To intervene when a child under five years old (chronological or developmental age) demonstrates disruptive behavior, if other efforts to de-escalate the child's behavior have failed; or
 - 3. When a child over five years old demonstrates behavior disruptive to the environment or milieu, such as disrobing in public, provoking others that creates a safety risk, or to intervene to prevent a child from physically fighting.
- B. If a child is significantly damaging property and this is the basis of the restraint, only a *short personal restraint* will be used and only to prevent the damage.
- C. When a New Horizons' caregiver implements a *short personal restraint*, the caregiver must:

1. Minimize the risk of physical discomfort, harm, or pain to the child; and
 2. Use the minimal amount of reasonable and necessary physical force. A prone or supine restraint will **not** be used as a **short personal restraint**.
- D. A New Horizons' caregiver doing a **short personal restraint** on a child will release the child under the following circumstances:
1. Immediately when an emergency health situation occurs during the restraint the caregiver will obtain treatment;
 2. Within one minute, or sooner if the danger is over or the disruptive behavior is deescalated. If the danger is not over the disruptive behavior is not deescalated and the restraint continues over one **personal restraint**.
 3. Written Orders and PRN Orders are not applicable to **short personal restraints**.

II. Personal Restraint

- A. A **personal restraint** lasts longer than one minute and is a type of **emergency behavior intervention** that uses the application of physical force without the use of any device to restrict the free movement of all or part of a child's body in order to control physical activity.
- B. The use of **personal restraint** by New Horizons' caregivers will be an appropriate response other de-escalation techniques have failed such as:
1. Verbal redirection,
 2. Verbal feedback,
 3. Alternate caregivers attempting de-escalation techniques,
 4. Removing the child from the situation,
 5. Time-out, etc.
- C. New Horizons' caregivers will act to protect the child's safety and consider the characteristics of the immediate physical environment, the permitted types of restraint, emergency behavior intervention and the potential risk of harm in using emergency behavior intervention versus the risk of **not** using a restraint.
- D. New Horizons' caregivers will initiate **emergency behavior intervention**, in a way that minimizes the risk of physical discomfort, harm, or pain to the child and use the minimal amount of reasonable and necessary physical force to implement the restraint.
- E. During a **personal restraint** New Horizons' caregivers will make every effort to protect the child's privacy, including shielding the child from onlookers, and personal dignity and wellbeing, including ensuring that the child's body is appropriately covered.
- F. As soon as possible after starting any type of **emergency behavior intervention**, New Horizons' caregivers must:
1. Explain to the child the behaviors the child will need to exhibit to be released or have the intervention reduced, if applicable; and

2. Permit the child to suggest actions the caregivers can take to help the child de-escalate.
- G. If the child does not appear to understand what he/she must do to be released from the restraint, the caregiver will attempt to re-explain it every 15 minutes until the child understands or is released from the restraint.
- H. New Horizons' caregivers will release a child from a **personal restraint**:
1. Immediately when an emergency health situation occurs during the restraint.
 2. The caregiver will obtain treatment immediately.

III. Helpful Information

A. Signs of distress:

1. **Circulation** – Are the child's extremities cold to the touch? Are the child's extremities turning blue or is the child turning blue around the mouth?
2. **Respiration** – Is the child's breathing rapid and shallow? Is there an absence of breathing? Is the child saying he/she cannot breath?
3. **Neurological** – Is the child disoriented? Is he/she having a seizure?
4. **Gastrointestinal** – Is the child vomiting or losing control of his/her bowels?
5. **Muscular-Skeletal** – Is there apparent bruising, swelling, and/or complaints of pain?

B. Release the youth:

1. Within one minute of the implementation of a prone or supine hold;
2. When the child's behavior is no longer a danger to himself/herself or others;
3. Medication was administered;
4. Youth is no longer damaging property;
5. When the maximum time allowed for personal restraint is reached.

IV. Time Limits on Personal Restraints

A. The maximum length of time that certain emergency behavior interventions can be administered to a child is as follows:

1. In a short personal restraint, the maximum length of time is one minute;
2. In a personal restraint, thirty (30) minutes for children under nine (9) years of age, one (1) hour for a child nine (9) years or older, a prone or supine personal restraint hold may not exceed one minute.
3. Emergency medication, not applicable.

B. New Horizons' caregivers may exceed the maximum length of time in a **personal restraint** if the caregiver obtains a written continuation order before the end of the time period from a licensed psychiatrist with written clinical justification.

- C. New Horizons' caregivers may use successive interventions if it is a ***personal restraint*** followed immediately by another ***personal restraint*** but the time spent in the ***personal restraints*** is cumulative and may not exceed the maximum length of time permitted.
- V. Youth will be allowed the following during successive ***personal restraints***:
 - A. Regularly prescribed medications unless otherwise ordered by the licensed physician;
 - B. Regularly scheduled meals and snacks served in a safe and appropriate manner;
 - C. An environment that is adequately ventilated during warm weather, adequately heated during cold weather, appropriately lighted, and free of safety hazards.
 - D. Safety
- VI. During any ***personal restraint***, a New Horizons' caregiver qualified in ***emergency behavior intervention*** and who is not involved in restraining the child will:
 - A. Monitor the child's breathing and other signs of physical distress, and
 - B. Take appropriate action to ensure adequate respiration, circulation, and overall well-being.
 - C. A qualified observer ensures the child's breathing is not impaired and meets the following qualifications:
 - 1. Trained to identify risks associated with positional, compression, or restraint asphyxia.
 - 2. Trained to identify risks associated with prone and supine holds; and
 - 3. Not involved in the restraint.
- VII. New Horizons' caregivers will not use the following ***personal restraint*** techniques:
 - A. **Prone and supine restraints are prohibited except:**
 - 1. As a transitional hold that lasts no longer than one minute;
 - 2. As a last resort when other less restrictive interventions have proved to be ineffective.
 - B. A caregiver may not use any of the following techniques as a short personal restraint:
 - 1. Restraints that impair the child's breathing by putting pressure on the child's torso, including restraints that obstruct the child's lungs from expanding such as leaning a child forward during a seated restraint;
 - 2. Restraints that obstruct the child's airway, including procedures that place anything in, on, or over the child's mouth, nose, neck, or impede the child's lungs from expanding;
 - 3. Restraints that obstruct a caregiver's ability to view the child's face;

4. Restraints that interfere with the child's ability to communicate or vocalize distress; or
 5. A restraint that twists or places the child's limb(s) behind the child's back.
 6. Before using a ***personal restraint*** New Horizon's caregivers will:
- C. Attempt less restrictive behavior interventions that have proved to be ineffective at defusing the situation; and
- D. Determine that the basis for the ***emergency behavior intervention*** is:
1. An emergency situation;
 2. A need for a ***personal restraint*** to administer intra-muscular medication or other medical treatments prescribed by a licensed physician, such as administering insulin to a child with diabetes; or
 3. A need for ***personal restraint*** in a foster home where a child is significantly damaging property and the basis for the personal restraint is not the fact that the child is destroying property but that the child is out of control because of emotional or other personal issues.

VIII. New Horizons' caregivers will not use ***personal restraints*** as:

- A. Punishment;
- B. Retribution or retaliation;
- C. A means to get the child to comply;
- D. A convenience for caregivers or other persons; or
- E. A substitute for effective treatment or habilitation.

IX. PRN Orders for personal restraints are permitted under the following conditions:

- A. Orders must include the number of times a child may be restrained in a seven day period.
- B. If the orders allow more than three restraints within a seven day period, the order must include a plan for reducing the need for emergency behavior intervention.
- C. The licensed psychiatrist or psychologist must review the PRN orders for personal restraint at least every 30 days. The review must include written clinical justification for the continuation of PRN orders and be documented in the child's record.
- D. PRN orders may ***not*** be used to restrain a child beyond the maximum length of time for ***personal restraint***.
- E. Written Orders are ***not*** required for ***personal restraints***.

X. Personal Restraint Follow Up: When a child is released from a ***personal restraint***, the New Horizons' caregiver(s) must take appropriate actions to help the child return to normal activities. A child does not have to return to the activities he/she was engaged in prior to the restraint or the activities in which the group is participating at the time the child is released from restraint. However, caregivers will engage the child in an alternative routine activity. The actions of the caregiver(s) include:

- A. Providing the child with an appropriate transition and offering the child an opportunity to return to regular activities;
- B. Observing the child for at least 15 minutes; and
- C. Providing the child with an opportunity to discuss the situation which led to the need for personal restraint and the caregiver's reaction to that situation privately as soon as possible and no later than 48 hours after the release from restraint. The goal of the discussion is to allow the child to discuss his/her behavior and the precipitating circumstances that constituted the emergency situation, the strategies attempted before the use of the restraint, the child's reaction to those strategies, the restraint itself, and the child's reaction to the restraint, how caregivers can assist the child in regaining self-control in the future to avoid restraint, and what the child can do to regain self-control in the future to avoid restraint.
- D. Caregivers involved in the **emergency behavior intervention** will debrief with each other concerning the incident as soon as possible after the situation has stabilized and make reasonable efforts to debrief with children in care who witness the incident.
- E. The supervisor(s) of the caregivers involved in the **personal restraint** will review the restraint within 72 hours of the intervention.

XI. Documentation of Personal Restraints

- A. The use of personal restraint will be documented as soon as possible but no later than 24 hours after the initiation of the restraint.
- B. The caregiver will document the personal restraint on the proper form which contains all necessary information.

XII. Training

- A. All New Horizons' caregivers must complete the Peaceful Intervention Training course.
- B. The initial training must take place before the caregiver is responsible to supervise New Horizons' clients.

XIII. Restraint Procedures

A. One Person Restraints

1. **Standing:** Standing **personal restraints** are accomplished by securing both of the child's arms by the forearms while the child and caregiver are standing face to face.
2. **Seated:** Seated **personal restraints** are accomplished by securing both of the child's arms by the forearms to the arms of the chair, beside the child or held in front of the child's chest while the child is seated and the caregiver is standing, kneeling, or sitting face to face.
3. **Escorting:** Escorting is a form of **personal restraint**. Escorting is accomplished by directing the child to another location by the caregiver.
 - a. Carefully carrying a toddler or small child to another location against the child's will is also considered a form of escorting.
 - b. Physically directing a child who does not resist the directions of the caregiver, is **not** considered to be an act of escorting under this definition.

B. Two (or more) Persons Restraints

1. **Standing Basket holds:** When at least two caregivers are involved, the standing basket hold may be utilized. The caregiver may secure the child with one arm or both arms. One caregiver secures the child's arm or arms from behind while the other caregiver monitors the child to assure the child's physical and emotional well-being by viewing the child's face and monitoring his/her overall condition.
2. **Seated Basket holds:** The seated basket hold is accomplished by one caregiver placing the child in a basket hold and sitting down with the child. **(Do not lean the child forward.)** The other caregiver(s) may assist with the personal restraint by holding the child's legs but must monitor the child to assure the child's physical and emotional wellbeing by viewing the child's face and monitoring his/her overall condition.

NEW HORIZONS CHILD PLACING AGENCY



I/we have received a copy of the Contract Service Agreement and agree to the terms and conditions as they are listed. I/we have reviewed the following sections of the agreement:

- IX. Communication
- X. Provider Responsibilities
- XI. Independent Provider Relationship
- XII. Dissolution of Contract
- XIII. Confidentiality
- XIV. Indemnification
- XV. Non-Disclosure
- XVI. Miscellaneous
- XVII. Appendices A, C, E, F, G, H

I/we understand any changes in family structure (i.e. Person or persons of moving into or out of the home) must be reported to New Horizons immediately.

I/we acknowledge that all information relating to any Youth in my/our care is strictly confidential and will not be released by me/us without written permission of the youth and the youth's legal guardian or by court order.

I/we understand that all staff and Providers are obligated to follow the state law for abuse/neglect reporting. Child abuse/neglect is defined by state law as harm or threatened form to a child's physical or mental health or welfare by the act or omission of the parents or other persons responsible for the child welfare. State law has mandated all child care professionals are required to immediately report any suspicions of abuse or neglect of the child to the appropriate State Department. All reports of suspected abuse or neglect should be made immediately to the Child Placement Management Staff, Treatment Director, or on-call staff.

New Horizons has reviewed their policy of the handling and storage of firearms. I/we understand to notify New Horizons of any firearms in our home or possession. I/we further understand that all firearms are to be locked in a secure storage facility. Ammunition is to be stored in a separate location and under lock.

New Horizons has reviewed the Disaster and Emergency Plan/Policy. I/we understand the plan and agree on following appropriate emergency procedures in the case of an emergency and/or disasters.

I have received a copy of New Horizons' Emergency Behavior Intervention Policy and understand the definition for Short Personal and Personal Restraints.

____ I am at least 18 years of age and have received 16 initial hours of Peaceful Intervention Training. I understand when and how restraints can be appropriately used.

____ I have NOT received 16 hours of Peaceful Intervention training and therefore will not restrain any child in my care. I will provide Respite Care and/or Babysitting for children at the Basic Level of Care only.

****In Home Respite Services****

____ I have completed an initial tour, firearms check, and I have submitted a floor plan to New Horizons

Respite Provider/Babysitter

Respite Provider/Babysitter

New Horizons Representative

Date

Respite/Babysitting Documentation Checklist

- Application
- Background Checks (on each adult and any child over 14)
 - DPS
 - DFPS
 - FBI (for all over the age of 14—if providing respite in the respite providers home then every family member over 14; if in the foster home then the respite providers only)
- Copies of Driver's License
- Copies of Automotive Insurance
- Copies of Social Security Card
- Initial Tour (if babysitting/respite at babysitter/respite home)
- Floor Plan (if babysitting/respite at babysitter/respite home)
- Firearms Check (if babysitting/respite at babysitter/respite home)
- Completed Training Documentation for
 - CPR/First Aid
 - New Horizons Respite Basics

NEW HORIZONS CHILD PLACING AGENCY**RESPITE CAREGIVER INSTRUCTIONS**

Child's Name	Age	Dates of Respite

Respite Caregiver's Information

Name	Address	Telephone Number

Emergency Contact Information

Title	Name	Telephone Number
Foster Parents		
Physician		
Child Placement Staff		
Child Placement Management Staff		

Medication Regime

Medication	Dosage	Frequency	Purpose

All psychiatric/psychological or medical treatment currently being provided to the child:

Non-routine events taking place in the life of the child:

Yes No Does the child have a history of the following:

		Background of abuse and/or neglect
		Physical aggression or sexual behavior problems
		Fire setting
		Maiming or killing animals
		Suicidal ideations or attempts
		Run-away behaviors

If yes, explain:

Discipline Information (use of any physical discipline is prohibited)

Types of disciplinary actions that work best with child:

Sleeping Instructions

Yes No

Does child take naps?			If "Yes", nap time begins @ what time?
Does child have set bedtime?			If "Yes", bedtime is at?

Child goes to sleep best when you:

Any scheduled family / sibling visits:

Agency expectations of respite caregiver:

Any other needs of the child that should be addressed by the respite caregiver:

Person Sharing Information

Title

Date