

# EXHIBIT A – CONTRACTOR POLICIES & GUIDELINES

## EXHIBIT A

### *Recreation Services Agreement*

#### **OUTLINE**

The Contractor shall submit to the County a typed outline of activities covered in the program. The County uses this required outline to inform prospective participants of the general topics covered in a program. This outline is to be submitted before the first day of the registration period for the program. It is recommended that the Contractor also formulate lesson plans to maintain their personal organization.

#### **ADVERTISING**

The Contractor may supplement County advertising by assuming the costs of producing their own advertisements/fliers. The Contractor must have pre-approval from the County of any advertisements/fliers representing the Contractor and/or County before the advertisements/fliers are distributed to the public. The Contractor is responsible for the distribution of the advertisements/fliers. The Contractor must follow Board of Education policies in order to distribute advertisements/fliers in the public schools.

#### **MIN/MAX**

The County shall have the OPTION to cancel a program if there is insufficient participant registration 5 business days before the first day of the program. The County *may* cancel a program if there is insufficient participant registration after the first day of the program. If a program is canceled, tuition will be credited or refunded to the participants and the contractual agreement between the County and the Contractor is void for the applicable program site. If a program meets the agreed upon minimum enrollment the class will be required to run. Programs are not to be extended or canceled by the Contractor without prior approval of County.

#### **ROSTERS**

The Contractor is responsible for obtaining program rosters from the County Recreation Manager or designated representative. The contractor is also able to go online and print rosters. The Contractor may request up-to-date County rosters up to the midway point of the program. The Contractor shall compile rosters that are accurate and complete, which can be referenced by the County at any time during the program session.

#### **ATTENDANCE FORMS**

The Contractor is responsible for obtaining attendance forms from the County Recreation Manager or designated representative. The Contractor may request up-to-date County attendance forms up to three days into a program session. The Contractor shall keep attendance tallies that are accurate and complete, which can be referenced by the County at any time within the session. The Contractor shall submit accurate attendance forms at the conclusion of the program. Failure to turn in attendance reports may result in termination of the contract.

#### **REGISTRATIONS**

On-site registrations are not permitted. The Contractor is to direct participants to register online at [www.recreator.com](http://www.recreator.com) or to call the County office during business hours (8:00 am-4:00 pm) at 301-600-2936.

*Registrants may pay by check, cash, or credit card by mailing or dropping off registration directly to Parks and Recreation at 355 Montevue Ln, Suite 100, Frederick, MD 21702; by credit/debit card online at [www.recreator.com](http://www.recreator.com); or by calling 301-600-2936 to register.*

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## WELCOME EMAILS

The contractor will be responsible for sending a “welcome email” to all registered participants at least (3 business days) prior to the program start date. This email should contain information about the upcoming class including location, times, and relevant program information. Examples to include may be what participants should bring, how they should dress, and/or program expectations. All email correspondence should copy the Recreation Manager or designated representative.

## PARTICIPANT AGREEMENT

The Contractor is responsible for obtaining a Participant Agreement Form from the County Recreation Manager or designated representative. The responsibility of collecting signed Agreements becomes that of the Contractor. All participants, or their guardian for participants under age 18, must sign off on the agreement before they participate in the program. The Participant Agreement Form must be returned to Frederick County Division of Parks and Recreation within one week of the program (one-day program) or within one week of the first meeting of a program (multiple program dates). The form is to protect the County only, not the Contractor. It is recommended that the Contractor also have all participants sign a separate waiver for the Contractor.

## REFUNDS

Refund requests by participants for Contracted programs will follow the County’s stated Refund Policy. For refund requests initiated by the Contractor, the Contractor is responsible for informing Recreation Manager or designated representative. In the event of a refund, the revenue to the Contractor and to the County regarding the refund will be prorated accordingly.

## ACCIDENT/INCIDENT REPORT FORMS

The Contractor is responsible for preparing the accident and/or incident report should an accident/incident arise during their program. For all accident/incident please notify a Recreation Staff member on duty immediately (if applicable). The Accident and Incident Reports are used as needed with major accidents and incidents being reported to the Recreation Superintendent, 301-600-1684. Here are the links [Accident Report](#) / [Incident Report](#).

## PROGRAM EVALUATION

The County shall distribute a Program Evaluation (via Survey Monkey) to all program participants one to two program meeting dates prior the close of a program session. Survey results will be reviewed with the Contractor in a post program meeting.

## OTHER APPLICABLE PAPERWORK AND/OR PROGRAM EQUIPMENT

The Contractor is responsible for obtaining any other applicable paperwork and/or program equipment from the County Recreation Manager or designated representative. The contractor is responsible for returning said paperwork and program equipment, if applicable, to the County at the end of the program.

## SCHOOL FACILITY USE APPLICATIONS

The Contractor is responsible for obtaining copies of School Facility Use Applications, if applicable, from the County Recreation Manager or designated representative. School Facility Forms are to be used for verification should the Contractor be asked to produce proof of approval for use on site.

## FACILITY

The Contractor is responsible for leaving the facility clean and in the same condition as it was prior to each program session. The County may require Contractor to complete a Facility Inspection Report. In the event of

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damage to the facility, the Contractor shall complete an Incident Report Form as required by the County within 48 hours of any incident. Emergency situations must be reported to the Recreation Superintendent, 301-600-1684.

## **FACILITY DATES**

The Contractor is required to inform the County of facility use dates NOT USED during a session. This notification should be received as soon as known or within one week of the END of a session so that County may inform the school. Failure to notify will result in the Contractor being responsible for payment of unused dates.

## **HOLIDAYS**

All programs held in Board of Education facilities and other DPR facilities will not be held on County holidays, as listed in the Contractor Manual, or unless otherwise mutually agreed upon by the County and the Contractor.

## **CANCELLATION**

The County may reserve additional dates for facility use to make-up canceled programs if necessary. The Contractor will use Board of Education, Parks and Recreation facilities, and other facilities as contracted by County staff according to a pre-determined plan. If a dispute regarding a facility arises, the Contractor will alert the County, who will work to determine viability and options.

If a program has been canceled permanently due to insufficient registration or any other reason, Contractor may be responsible for informing the participants who have pre-registered, as directed by the County. The County will be responsible for issuing all necessary refunds to the participants.

## **EXTENSION**

If the County approves an extension of the program, the Contractor will be responsible for notifying each participant of the change, as directed by the County.

## **GOING PRIVATE**

The Contractor must receive approval for, and submit registration monies for, participants moved from the County's program into the Contractor's private program unless other arrangements have been agreed upon with the County.

## **STAFF**

The Contractor's instructors must be at least 18 years of age. Instructors shall be able to organize and implement programs for individuals of program age and have previous experience in conducting programs. Instructors shall be certified in CPR and First Aid from a nationally recognized organization. Instructors shall be certified in applicable professions, if applicable. Instructors shall be able to prepare and compile records and reports. Instructor Assistants must be at least 16 years of age.

## **YOUTH CAMPS / COMAR \***

See Exhibit B

## **BACKGROUND CHECKS**

Criminal background checks are to be done on all instructors and on-site representatives of the Contractor. The criminal history of any contractor representative will be measured against the Parks and Recreation Background Check Program Policy to determine eligibility to work for the County. It is the Contractor's responsibility to have the background checks completed. A copy of the results (all criminal history) for each potential onsite instructor/representative must be given to the County before the start of the program in order to verify

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compliance with the Parks and Recreation Background Check Program Policy.

## PURPOSE OF BACKGROUND CHECK

The Division of Parks and Recreation wants to ensure that every individual who has the potential to interact with children undergoes a background check. A criminal history check serves as a means to review an individual's background with respect to their participation with youth activities. No screening process can offer absolute assurances; yet, knowing an individual's criminal background can provide more certainty that people with a history of inappropriate behavior will not have access to the children. As such, the objectives of our background check program are to ensure that the children have a safe and positive experience and to provide parents and park patrons with peace of mind.

## DIVISION POLICY

In keeping with the Maryland Family Law Article, any person convicted of or having open charges for any of the 41 criminal offenses (misdemeanor or felony) found in the Criminal Justice Information System's regulations (Section 12.15.02.07)\* used in screening criminal history records for adoption and placement of children shall be prohibited from participation in any capacity in youth programs or activities sponsored by the Division of Parks & Recreation.

As a prerequisite for any personal involvement with the children, all adults who have care, custody, or control of youth participants in any program or activity are required to successfully complete a Background Check. This condition applies to programs or activities sponsored by the Division of Parks & Recreation.

## CRIMINAL JUSTICE INFORMATION SYSTEM'S LIST OF CRIMINAL OFFENSES

Abduction	Abuse or neglect of an adult
Arson	Assault
Assault with intent to commit a crime	Battery
Breaking and entering	Burglary
Carjacking	Carrying or wearing a weapon
Child abuse	Child selling
Confinement of an unattended child	Cruelty to animals
False imprisonment	Forgery
Housebreaking	Incest
Indecent exposure	Kidnapping
Maiming or mayhem	Malicious destruction of property
Manslaughter or murder	Perjury
Pornography	Prostitution or pandering
Rape	Reckless endangerment
Religious or ethnic crimes	Robbery
Sex Offenses	Sodomy
Unlawful entry	Unnatural or perverted practice
Manufacturing, distributing or delivering a controlled dangerous substance (CDS)	Weapons/firearms violation of federal or state laws
Keeping a disorderly house or maintaining a nuisance	Criminal non-support and desertion of a spouse or minor child
Possession of or possession with intent to manufacture, distribute or dispense CDS	Contributing to certain conditions of a minor (delinquency, in need of supervision or assistance)
Hiring, soliciting, engaging or using a minor for the manufacturing, distributing or delivering CDS	

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## **TIMEFRAME FOR A BACKGROUND CHECK**

There is no time limit on criminal convictions, which are considered in the context of the application of this policy. All criminal convictions regardless of their longevity will be taken into account when determining an individual's eligibility to participate in youth programs or activities.

## **CONFIDENTIALITY**

Even though adult criminal records are public information, information received during the background process will be shared on a "need to know" basis only. Individuals may obtain a copy of their background report upon written request and with proper identification.

## **EXPUNGED RECORDS**

An individual does not have to disclose information regarding criminal charges or convictions that have been expunged by the courts. An individual whose criminal convictions were expunged after being prohibited from participation must provide the Division with evidence of the court's actions prior to being reinstated for active work.

## **PENDING CASES**

An individual who has been charged for any of the disqualifying offenses or for cases pending in court is not be permitted to instruct until they are cleared thru the official adjudication of the case.

## **EXCEPTIONS**

Exceptions are limited to an individual whose conviction was more than ten years ago and has no other conviction or violation of probation. The only exceptions to the County policy as stated above are for an individual with a conviction for one or more of the following criminal offenses in no more than one specific occurrence/incident.

- Assault (Misdemeanor)
- Criminal Non-Support and Desertion of a Spouse or Minor Child
- Keeping a Disorderly House or Maintaining a Nuisance
- Malicious Destruction of Property (Misdemeanor)
- Possession of a Controlled Dangerous Substance (Misdemeanor)

## **HARASSMENT IN THE WORKPLACE**

Harassment can be defined as any behavior that is disrespectful and causes discomfort to another person. Harassment, whether physical or verbal, destroys morale and impairs teamwork and workplace efficiency. The County has a strong policy against any form or type of harassment to any person. It is important for all persons to recognize that harassment based on any of the protected characteristics of race, color, religion, sex, age, national origin, ancestry, citizenship, disability, veteran status, medical condition, marital status and sexual orientation is illegal and may result in contract termination or liability.

## **CHILD ABUSE**

All Contractors are legally required to report questionable bruises or marks that are repetitious and obvious to them. Likewise, should a child indicate to the contractor that abuse, either physical or sexual, is happening to them, it is their obligation to report the discussion to County staff. Failure to report child abuse situations may result in contract termination.

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## **Child Abuse is:**

- **Neglect**—failure to provide adequate nutrition, clothing, shelter, medical care, or supervision for a child that results in injury or medical complications for that child. Neglect is different from poverty and may occur regardless of a family's economic standing.
- **Physical Abuse**—non-accidental trauma that results in injury or death to a child by any person in a position of trust.
- **Emotional Abuse**—consists of a pattern of behavior that impairs a child's emotional development and a positive sense of self, possibly resulting in psychological damage. Emotional abuse includes the presence of a pattern of belittlement, criticism, rejection, and threats and the absence of supporting behaviors such as praise, pride in the child, and expressions of love and concern.
- **Sexual Abuse**—any sexual exploitation involving a child or adolescent who does not fully comprehend the situation and is unable to give informed consent. This includes any sexual contact between adults and children where the child is less than 15 years old and/or there is a four-year age difference between the suspect and the victim.

## **ABSENTEEISM**

Contractor absenteeism, without notification to the County, will be grounds for immediate dismissal without pay and this contract shall be voided.

## **RELATIONS**

Contractor and their instructors will work cooperatively with and represent Frederick County Parks and Recreation in a positive manner and will maintain open and effective communication with participants, parents of participants (if applicable), school staff members, and County staff members.

## **INVOICE**

The Contractor may invoice for a partial payment any time after the half way point of a program session. Final payment will be made with the final invoice that must be submitted within 10 business days after the completion of a session. The Contractor shall submit an invoice showing all dates, locations of work, the rate of payment, and any other required information regarding services rendered for which payment is requested. This invoice shall reflect a 70% Contractor / 30% County split unless otherwise stated in the contract. All invoices approved by the County will be paid upon receipt, net 30 days.

## **W-9**

The Contractor is responsible for completing an IRS Form W-9 (Request for Taxpayer Identification Number and Certificate) and returning it with the signed contract.

## **ACKNOWLEDGEMENT OF COVID-19**

The County has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, the County cannot guarantee that anyone working for or attending any program or facilities will not become infected with COVID-19.

Programs are subject to change at any time due to increased COVID-19 restrictions and/or local/state directives.

Contractors wishing to offer classes/programs at a non-County facility will be required to provide COVID-19 protocol (cleaning, staffing, masking, etc.) pertaining to their programs, staff, and facility.

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## INSURANCE REQUIREMENTS

The contractor will need to submit proof of insurance as part of the agreement. Please take this exact information with you to your insurance agent to ensure accuracy. Insurance must be maintained for the duration of the contract. Failure to do so could result in cancellation of the Contractor's program.

Please forward a certificate of insurance that meets the following requirements:

**GENERAL LIABILITY** with minimum limits of:

- \$1,000,000 per Occurrence; \$2,000,000 General Aggregate
- General Liability policy must include Frederick County, Maryland as Additional Insured.

**WORKERS' COMPENSATION** with minimum statutory limits of:

- \$100,000 per Accident; \$100,000 per Employee; and \$500,000 per Policy, OR
- If no employees, complete the Frederick County Workers' Compensation Waiver.

**SEXUAL ABUSE AND MOLESTATION IS REQUIRED IF BOX IS CHECKED.**

- Coverage with minimum limits of \$100,000 per Occurrence; \$300,000 General Aggregate
- May be combined with General Liability policy.

**AUTO LIABILITY IS REQUIRED IF BOX IS CHECKED.**

- \$1,000,000 per Occurrence; \$2,000,000 General Aggregate
- Auto Liability policy must include Frederick County, Maryland as Additional Insured.

***PLEASE NOTE THE FOLLOWING:***

1. If the policy requires additional insured status, the endorsement must be provided upon request.
2. If any primary policy's limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.
3. Any insurance written on a Claims Made form must be identified as such and indicate a retroactive or knowledge date.
4. Coverages must be maintained for the duration of the contract or business relationship.
5. If applicable, the Contractor shall assure that all subcontractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.
6. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
7. The Contractor shall not commence work for Frederick County, Maryland until evidence of all required coverage is approved by the Risk Director.
8. Should any of the above-described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
9. The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors, or assignees of the contract arising out of or during the course of services relating to this agreement.
10. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.

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- 11. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.

The County appreciates the Contractor’s acceptance and cooperation with these practices. Following these procedures will contribute favorably towards the continued success of this contract.

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

County Representative: \_\_\_\_\_

Date: \_\_\_\_\_

County Rep Signature: \_\_\_\_\_