

GATEWAY Special Recreation Association
Contractual Agreement for Service Provision

This Agreement is entered into between the GATEWAY Special Recreation Association, whose business address is 1450 Forest Gate Road, Oak Brook, IL 60523 (hereinafter referred to as "GATEWAY") and the Ray Graham Association for People with Disabilities, whose address is 901 Warrenville Road, Suite 500, Lisle, IL 60532 (hereinafter referred to as "SERVICE PROVIDER") (the "Agreement").

WHEREAS, GATEWAY and SERVICE PROVIDER have been in a contractual relationship for many years, whereby SERVICE PROVIDER provides special recreation programming and related services to GATEWAY and its clients; and

WHEREAS, from time to time GATEWAY and the SERVICE PROVIDER have amended the terms of the AGREEMENT through addenda, the terms of which have been adopted by the Parties; and

WHEREAS, GATEWAY and the SERVICE PROVIDER have determined to adopt this Agreement in place of additional addenda to continue the terms of their contractual relationship; and WHEREAS both Parties warrant the following to be true and accurate on the date of signing:

That the SERVICE PROVIDER is in substantial compliance with all federal, state and local laws, rules and regulations regarding the provision of Special Recreation Programming and related services.

NOW, THEREFORE, in consideration of mutual covenants and promises contained herein, GATEWAY and the SERVICE PROVIDER agree to enter into this Agreement subject to the following:

CONTRACTUAL SERVICES

GATEWAY hereby retains the SERVICE PROVIDER to perform services as further defined in Attachment A, in accordance with the terms and conditions set forth in this Agreement.

TERM OF AGREEMENT

This Agreement will commence on July 1, 2022 and end on June 30, 2024, subject to two, one-year annual renewal terms. Renewal of the Agreement will occur on the annual commencement date of this Agreement unless a Party has notified the other no later than thirty (30) days prior to the end of the current Agreement year, of its intent not to renew the Agreement. No later than two program seasons notice prior to end of current Agreement year, of its intent not to renew the Agreement. Renewal of the Agreement shall also occur on terms as set forth herein, unless the Parties have agreed to other or different terms in writing prior to the commencement of the new term.

TERMINATION OF AGREEMENT

GATEWAY reasonably believes that funds sufficient to make all payments during the term of this Agreement can be obtained and made available; however, expenditures of funds under this Agreement are subject to prior appropriation by the governing bodies of the agencies that are members of GATEWAY ("Member Agencies"). The Member Agencies' obligation to make payments to GATEWAY in support of this Agreement will be a current expense of each Member Agency, and such obligation is not intended to be, and shall not be construed as a debt in violation of applicable law or limitations. Nothing contained in this Agreement shall be interpreted as a pledge of the Member Agencies' general tax revenues, funds or moneys. If sufficient funds are not budgeted or appropriated by the Member Agencies, or the Member Agencies have exhausted all funds legally available for such payments to GATEWAY, GATEWAY will provide written notice thereof to the SERVICE PROVIDER as promptly as practical, and this Agreement will terminate as of the last day of which such funds are/were available. Such termination shall not constitute a default under this Agreement. GATEWAY agrees that, to the extent permitted by law, it will not spend funds for services which are the same as those contracted for in this Agreement during any period covered by this Agreement if GATEWAY has asserted that funds are legally unavailable to make payments for such period under this Agreement.

Either Party may terminate this Agreement on written notice. Termination without cause shall be effective until the end of the brochure-session in which the notice was given plus the next two season session. Upon termination, GATEWAY will pay the SERVICE PROVIDER funds earned through the date of termination based upon the current joint budget. Upon termination of this Agreement, SERVICE PROVIDER will request authorization from program participants and their parents/guardians to release copies of the participant program records to GATEWAY. Each participant program record will be released to GATEWAY within no more than three (3) business days after receipt of authorization to release. Further, within three (3) business days after receipt of notice of termination of this Agreement, all non-participant records concerning services the SERVICE PROVIDER performed for GATEWAY will be released to GATEWAY.

Anything aforesaid notwithstanding, either Party may terminate this Agreement for cause during its term, and said termination for cause shall be effective immediately upon notification thereof. Cause for termination includes failure to abide by the terms of this Agreement for a period of thirty (30) days, or on a repeated basis over a longer period; a breach of the terms of this Agreement that endangers participants in the programs or results in the other Party's inability to carry out its obligations under this Agreement; or failure to provide required insurance coverage.

In the event of Termination of this Agreement, the vehicle lease between Midwest Transit Equipment, Inc. and the SERVICE PROVIDER, dated January, 2016, shall continue in full force and effect, and GATEWAY shall be obligated to make payments on such vehicle lease through the termination of the vehicle lease.

PAYMENT TO SERVICE PROVIDER

The SERVICE PROVIDER shall use GATEWAY SRA funds exclusively for GATEWAY SRA purposes.

The amount of the Service Agreement is \$520,212, annually, unless the Parties agree to a different amount. which amount shall not increase in any term by a sum greater than five percent (5%) over the prior term. . Should the need for competitive wages increase the annual total amount the SERVICE PROVIDER will work with Gateway to ensure adequate supports.

The SERVICE PROVIDER will be paid quarterly for services rendered pursuant to this Agreement, on the basis of the year's approved joint budget and amendments thereto. The first payment to the SERVICE PROVIDER from GATEWAY for the fiscal year will be due on July 1, and will be in amount of one quarter (1/4) of the most recent budget or amended budget for that fiscal year.

Other quarterly payments shall be due on October 1, January 1 and April 1. The SERVICE PROVIDER shall invoice GATEWAY quarterly. The only exception is the reimbursement for the vehicle lease between Midwest Transit Equipment, Inc. and the SERVICE PROVIDER, dated January, 2016. GATEWAY has chosen annual payments on the lease and as such will be billed 30 days in advance of the next scheduled payment.

In the event that any invoice is not paid within thirty (30) days of the invoice having been received, the SERVICE PROVIDER will have the right to assess 1 % per month on the unpaid balance, all in accordance with the Local Government Prompt Payment Act.

INSURANCE

The SERVICE PROVIDER shall provide GATEWAY with copies of a certificate or certificates of insurance from an insurance carrier providing for the following coverages:

1. Workers' Compensation Insurance with limits as prescribed by federal and state laws.
2. Comprehensive General Liability Insurance with limits of at least \$2,000,000 for the SERVICE PROVIDER, with GATEWAY named as an additional insured. Such coverage shall cover the SERVICE PROVIDER and GATEWAY for any claim, liability, cost, expenses, or damages on account of personal injuries or death, or damages to property occurring, arising out of, incident to, or resulting directly or indirectly from the conduct of the programs and the performance of the services required to be performed by the SERVICE PROVIDER hereunder. The policy or policies of insurance and certificates of insurance shall provide that no cancellation or change of insurance will be effective without thirty (30) days advance written notice to GATEWAY. The SERVICE PROVIDER shall provide notice of reinsurance annually upon renewal date, within thirty (30) days of renewal.
3. Comprehensive Automobile Liability Insurance

covering all vehicles utilized by the SERVICE PROVIDER for the transportation of program participants, with limits of at least \$1,000,000 for bodily injury for each person and each accident, and at least \$1,000,000 for property damage for each occurrence.

MUTUAL HOLD HARMLESS AGREEMENT

GATEWAY, its agents, officers and successors shall not be liable and the SERVICE PROVIDER shall hold GATEWAY harmless and indemnify GATEWAY from any and all claims, liabilities, costs, expenses or damages, including but not limited to attorneys' fees and litigation costs, on account of personal injuries or death, or damages to property occurring, arising out of, incident to, or resulting directly or indirectly from the conduct of the programs, the performance of the services required to be performed hereunder, or any other acts of the SERVICE PROVIDER, its directors, officers, volunteers, agents or employees in the performance by the SERVICE PROVIDER of its duties hereunder, except for intentional or negligent acts of GATEWAY, its agents, officers and successors. The SERVICE PROVIDER, its directors, officers, volunteers, agents or employees shall not be liable, and GATEWAY shall hold the SERVICE PROVIDER harmless and indemnify the SERVICE PROVIDER from any and all claims, liabilities, costs, expenses or damages, including but not limited to attorneys' fees and litigation costs, arising out of, incident to, or resulting directly or indirectly from the acts of GATEWAY, its agents, officers and successors, in the performance by GATEWAY of its duties hereunder, except for intentional or negligent acts of the SERVICE PROVIDER, its directors, officers, volunteers, agents, or employees.

INDEPENDENT CONTRACTOR

The SERVICE PROVIDER shall be deemed an independent contractor, and nothing in this Agreement is intended or to be construed to create an agency, employment, or joint venture relationship, or any other relationship which could allow GATEWAY to exercise control or direction over the manner or method by which the SERVICE PROVIDER performs services hereunder. The SERVICE PROVIDER hereby warrants that all personnel provided by it with respect to such services shall be employees of the SERVICE PROVIDER and, at all times during the course of performing services hereunder, the SERVICE PROVIDER's employees shall be and remain employees of the SERVICE PROVIDER and not employees of GATEWAY. The SERVICE PROVIDER, and not GATEWAY, shall be solely and exclusively responsible to pay wages; salaries; pensions; overtime, holiday, sick and vacation pay; federal and state withholding and unemployment taxes; FICA; Social Security; Medicare; health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll-related expense or penalty that may be required, or occur under local, state or federal law. The SERVICE PROVIDER shall defend, indemnify and hold GATEWAY harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations for the SERVICE PROVIDER's employees. The SERVICE PROVIDER shall also have the sole obligation to make or cause to be made payments which may be due under the Worker's Compensation Act (820 ILCS 305/1, et seq.),

and to meet any and all other obligations which an employer may have under local, state and federal laws. The SERVICE PROVIDER expressly waives any right or claim it might have, including those set forth in the Worker's Compensation Act, and especially those set forth in 305/1(a)(4) thereof, to recover from GATEWAY any worker's compensation claims, attorneys' fees, expenses or other costs on account of any injury or worker's compensation claim made by any employee of the SERVICE PROVIDER providing services pursuant to this Agreement.

SERVICE PROVIDER RESPONSIBILITIES AS INDEPENDENT CONTRACTOR

As an independent contractor, the SERVICE PROVIDER shall be solely responsible for adhering to, and fulfilling, the terms and conditions as established in Attachment A.

OTHER CONTRACTS FOR SERVICE PROVIDER

GATEWAY acknowledges that the SERVICE PROVIDER can provide special recreation services to other agencies or organizations that are the same or similar to those services rendered under this Agreement. The SERVICE PROVIDER agrees that in the course of providing like services to other organizations or agencies, the SERVICE PROVIDER shall not diminish nor affect services provided under this Agreement with GATEWAY.

CONFIDENTIAL INFORMATION

The SERVICE PROVIDER agrees that any information received by the SERVICE PROVIDER that concerns the personal, financial or other affairs of individuals served by GATEWAY will be treated by the SERVICE PROVIDER in full confidence and will not be revealed to any other persons, or organizations, other than to GATEWAY, except as may be required by law.

HIPPA COMPLIANCE

Since the SERVICE PROVIDER is a Covered Entity subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") it is necessary to enter into a Business Associate Agreement. A Business Associate Agreement is essentially a confidentiality and nondisclosure agreement with respect to Protected Health Information of a Covered Entity.

The Parties to this Agreement agree that records related to individuals served by the SERVICE PROVIDER are confidential and shall be handled in compliance with all State and Federal Laws governing such records. The Parties to this Agreement further agree that to the maximum extent reasonably possible, services will be provided in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

APPLICABLE LAW

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of Illinois. This Agreement constitutes the

entire agreement between the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations and agreements that have been made in connection with the subject matter hereof. No modification or amendment of this Agreement shall be binding upon the parties, except by a written document, signed by the Parties to this Agreement. In the event either Party must resort to litigation relative to this Agreement, the prevailing party in any such litigation shall be entitled to recover its reasonable attorneys' fees from the other Party.

SUCCESSORS AND ASSIGNS

GATEWAY and the SERVICE PROVIDER each bind their successors, assigns and legal representatives to the other Party to this Agreement with respect to all covenants of this Agreement. The SERVICE PROVIDER shall not assign this Agreement to any other party without the written approval of GATEWAY.

THIS AGREEMENT will be in full force and effect beginning July 1, 2023 as authorized by the representative of all parties whose signatures appear below.

GATEWAY Special Recreation Association

Ray Graham Association for
People With Disabilities

By:  _____

By: _____

INTERIM CHAIR
Title

Title

7-13-2023
Date

Date

ATTACHMENT A

PLANNING AND PROGRAMMING ELEMENTS

Policies The GATEWAY Board shall define areas in which it wishes to have formal policies. The SERVICE PROVIDER shall conduct policy research and develop policies for approval by the Board.

Service Delivery Level The SERVICE PROVIDER will, at a minimum, maintain the current level of offerings (as defined by previous season's brochures) to GATEWAY participants and families. Program distribution may be adjusted according to the SERVICE PROVIDER's philosophy and beliefs to provide services to the entire GATEWAY participant population in the best possible manner. It is the GATEWAY Board's desire that this Agreement will result in increased opportunities for all participants with disabilities who live in the GATEWAY communities.

Master Calendar The SERVICE PROVIDER shall maintain a master calendar of all dates involving parents planning meetings, goals and objectives, budget development, days of service for each program session, seasonal program development and brochure schedule, facility usage reservations and contract adoption. The master calendar will be distributed to the GATEWAY Board at its August Board meeting. The GATEWAY Board will be notified of any changes made to the master calendar prior to their implementation.

Program Registration The SERVICE PROVIDER shall conduct all of the registration process for GATEWAY programs. This process will include a mail-in component, as well as a drop-off component that takes place within the GATEWAY boundaries. Online program registration is also available via the GATEWAY website.

Goals and Objectives The SERVICE PROVIDER, in conjunction with the GATEWAY Board, shall develop annual goals and objectives for GATEWAY Board approval within the time frame specified. The SERVICE PROVIDER shall provide participants and parents the opportunity to offer ideas and input regarding the development of annual goals and objectives

The SERVICE PROVIDER shall incorporate these ideas and input and present its draft goals and objectives for the next fiscal year at the May GATEWAY Board Meeting, or at a meeting called for such purpose.

Program Brochure The SERVICE PROVIDER will plan three program sessions annually. The SERVICE PROVIDER will coordinate the development, printing and distribution of three brochures annually, which will include detailed program information on GATEWAY SRA services. The cost of the brochure will be incorporated into the annual payment to SERVICE PROVIDER. At a minimum, the brochure quality will reflect the current production quality, and will be distributed to the homes of the participant data base, as maintained by SERVICE PROVIDER and member agencies, 2 weeks in advance of registration deadlines.

Participant Emergency Medical Information The SERVICE PROVIDER shall maintain detailed medical emergency profiles for each GATEWAY participant, and such information shall be the property of GATEWAY. Such information shall be readily available and accessible to all appropriate staff of the SERVICE PROVIDER and GATEWAY Board members upon completion of the appropriate release form by the participant and/or parent/legal guardian of the participant in question. The participant and/or parent/guardian will be requested to update the information annually or more often as necessary. Immediate access to information about an individual or a participant shall be granted to the program participant and/or parent/legal guardian of the participant in question. Confidentiality will be maintained.

Program Transportation The SERVICE PROVIDER shall continue to provide transportation for GATEWAY utilizing vehicles made available for such usage by GATEWAY, supplemented by vehicles owned, or leased by the SERVICE PROVIDER when necessary. The SERVICE PROVIDER shall insure that each vehicle utilized for transporting GATEWAY participants is in good repair, safe and has a two way communication system that is independent of the vehicle's ability to function. For vehicles made available by GATEWAY, the SERVICE PROVIDER shall 1) arrange for and pay for vehicle insurance, inspections and license plates as covered in the budget; 2) directly bill GATEWAY for fuel, maintenance and repairs; 3) seek advanced approval for any non-routine maintenance or repair which exceeds \$300.

The SERVICE PROVIDER will arrange for and coordinate transportation for summer day camps, including door-to-door pick up and return (if needed), camp field trips and camp swimming trips. The SERVICE PROVIDER will strive to obtain the highest quality of service through a competitive bidding process. The SERVICE PROVIDER will then collect door-to-door fees as set by the GATEWAY Board at registration and will invoice GATEWAY for the difference between the contracted cost and the fees collected. Such net cost for all such services will then be paid to the SERVICE PROVIDER by GATEWAY, as budgeted in the GATEWAY budget. Cost above and beyond the budgeted dollars will need GATEWAY Board approval, in advance of expenditure. The SERVICE PROVIDER shall take appropriate measures to insure that adequate supervision exists at all time during GATEWAY- sponsored transport. All drivers employed or contracted by the SERVICE PROVIDER shall be qualified and licensed per Illinois law. Emergency procedures shall be in place for breakdowns, accidents, extreme temperatures/weather, and other potential emergencies.

The GATEWAY Board reserves the right to change the way in which transportation is provided to its participants during the term of this Agreement. Such change(s), if any, shall be made at a point in time that provides the least amount of disruption to program participants, and the SERVICE PROVIDER agrees to assist with any such transition and to negotiate the appropriate adjustments, if necessary, to the financial terms of this Agreement.

Program Staff-Participant Ratios The SERVICE PROVIDER shall insure adequate levels of supervision and assistance during all programs and activities. Staff-to-

participant ratios will be provided upon request by the SERVICE PROVIDER via the individual program budgets submitted with brochure copy for each program session.

Staffing plans will be based on an appropriate staff-to-participant ratio for the maximum number of participants in each program or event. Staffing plans may be adjusted following registration due to the following circumstances: a) programs/events which will not be held due to low enrollment, b) programs/events which do not meet minimum enrollment levels but which are held, c) 1 :1 or other accelerated staffing needs, and d) staffing above the maximum to remove names from a wait list. Following the first week of programs, the SERVICE PROVIDER shall provide the GATEWAY Board with a staffing plan report including an estimated cost to meet 1 :1 staffing needs. Thereafter, the SERVICE PROVIDER shall prepare an invoice for additional staffing costs and present it to the GATEWAY Board at the end of each session, to accompany the end of session status report.

Program Locations The SERVICE PROVIDER shall 1) make every attempt to provide an equitable geographic distribution of services, 2) make every attempt to utilize the facilities of member agencies in accordance with the GATEWAY By-Laws, and 3) secure the appropriate contracts for all program locations.

Program Cancellations/Rescheduling The SERVICE PROVIDER shall endeavor to keep program location changes to an absolute minimum. When a program is canceled for any reason, all participants will be given no less than 24 hour notice, whenever possible. Program cancellations and rescheduling are to be included in seasonal summary reports.

Additional Programs Both Parties are encouraged to present new initiatives to be discussed jointly.

BUDGET ELEMENTS

Fundraising The SERVICE PROVIDER will support fundraisers in conjunction with the GATEWAY Board to assist in securing income from sources other than the GATEWAY member contributions and private fees.

Budget Parameters Budget parameters will be mutually established and agreed upon by the Parties on an annual basis.

Budget Schedule The SERVICE PROVIDER shall develop and submit to the GATEWAY Board a preliminary fiscal year proposed budget on or before March 1 and a final fiscal year proposed budget for GATEWAY Board approval at the May meeting. The budget shall include anticipated costs and revenues for services for the fiscal year beginning July 1 and ending June 30.

Fee Policy Participants in programs may be charged a fee for their participation. Some events by their nature or sponsorship may not incur a fee. The SERVICE

PROVIDER shall prepare a schedule of program fees which shall be reviewed by the GATEWAY Board as part of the annual budget. GATEWAY's current schedule of fees is based on the following:

Residents of member agencies shall be charged no more than the following percentages of the total calculated costs of running a program-100% admission fees, 100% of program supplies, 50% of facility and equipment rental, 40% of all direct program staff, and 50% for any transportation costs, excluding summer day camp. All direct program costs not covered by program fees are included in contract payments made to the SERVICE PROVIDER. Those not residing within a member agency shall be charged 125% of the total calculated costs for the program.

The GATEWAY Board reserves the right to adjust fee component percentages at any time. In the event of any changes, the SERVICE PROVIDER will receive no less than 60 days notice in advance of the beginning of the next programming season.

Late Fee Policy The SERVICE PROVIDER may implement a late pick-up procedure for parents who disregard scheduled pick-up times. This procedure may include a late pick-up fee, as deemed appropriate by the SERVICE PROVIDER.

MARKETING ELEMENTS

Reporting The SERVICE PROVIDER will provide marketing objective(s) for GATEWAY programs and services as part of the annual Goals and Objectives process.

GATEWAY Brochure Whenever possible, all programs and activities will be included in the seasonal brochure.

Target Audience The SERVICE PROVIDER shall market primarily to the disabled population through the seasonal brochure, flyers, news releases, direct mail and other methods within the guidelines and numbers established in the annual Goals and Objectives.

Communication The SERVICE PROVIDER will openly and effectively communicate with all GATEWAY users.

Identification of Potential Users The SERVICE PROVIDER and GATEWAY Board will develop strategies, through the annual Goals and Objectives, to identify potential users from within the member agencies populations. Strategies will be developed and implemented for marketing GATEWAY programs to potential users. Potential user is defined as a person with a disability who lives within the GATEWAY SRA boundaries and does not participate in GATEWAY Programs.

SOCIAL MEDIA

SERVICE PROVIDER has provided GATEWAY a copy of its Social Media Policy to protect GATEWAY and its service population. The terms of the Social Media Policy are hereby incorporated into this Agreement as a required SERVICE PROVIDER

performance expectation. GATEWAY shall be notified in writing within thirty (30) days of any changes adopted by SERVICE PROVIDER to its Social Media Policy.

INCLUSION ELEMENTS

Inclusion in Programs The member agencies and GATEWAY Board recognize and value the benefits of inclusion in all recreation programs. Requests for inclusion of non-special needs populations will be evaluated on a case by case basis and all decisions will be made in accordance with all applicable laws, and based on what is in the best interest of the program and the participants. In accordance with the purpose of the specific program offering, and subject to the review and approval of the GATEWAY Board, the SERVICE PROVIDER will determine which program offerings are eligible for inclusive opportunities, including non-disabled sibling participation.

Registration Procedures The mission of the GATEWAY SRA is to accommodate all participants with disabilities. Priority placement shall be given to people with disabilities over people without disabilities in programs that reach their maximum number of participants prior to the start of the program. In addition, priority to register shall be given to GATEWAY community residents over non-residents. Registration cut-off dates shall be established by the SERVICE PROVIDER to ensure adequate time for program preparation.

Inclusion Training for Member Agencies The SERVICE PROVIDER will provide inclusion training sessions as requested by member agencies. When such assistance is likely to cause the SERVICE PROVIDER to incur direct costs beyond allocations made in the general budget, those costs and the reimbursement thereof will be identified in advance of the implementation of these services, and will be the responsibility of the requesting member agency.

Provision of Inclusion Aides to Member Agencies The SERVICE PROVIDER will refer inclusion aides to member agencies on an as-needed basis, with the cost for the inclusion aide to be paid by the respective member agency.

STAFFING ELEMENTS

Staffing The GATEWAY Board shall work with the SERVICE PROVIDER to ensure that there is adequate staff to provide quality services and to provide a forum for addressing staffing issues.

Staffing the SERVICE PROVIDER will ensure that there is adequate staff to provide quality services and to provide a forum for addressing staffing issues.

Qualifications -Staff The SERVICE PROVIDER shall provide administrative and program staff to directly administer and evaluate programs offered under this Agreement. Staff should be qualified via education, experience and certification for

the level of the position which they occupy (Certified Leisure Professional and Certified Therapeutic Recreation Specialist preferred for administrative staff). The SERVICE PROVIDER shall maintain job descriptions for all employees.

Evaluations The SERVICE PROVIDER shall conduct regular performance evaluations of all SERVICE PROVIDER staff.

REPORTING ELEMENTS

Assessment of User Satisfaction The SERVICE PROVIDER will conduct user satisfaction surveys for all programs and services. The survey results will be shared with the GATEWAY Board.

Program Data The SERVICE PROVIDER will provide the GATEWAY Board with program data after each session which describes 1) number of participants served by the program and their city or village of residence, and 2) an actual participant analysis and 3) Gross Participation Data. The GATEWAY Board may request additional data from the SERVICE PROVIDER.

Financial Data The SERVICE PROVIDER will provide the GATEWAY Board with detailed financial reports seasonally, The information will include gross revenue numbers for Gateway programs The GATEWAY Board may request additional data from the SERVICE PROVIDER.

GENERAL PERFORMANCE EXPECTATIONS OF THE SERVICE PROVIDER

1. The SERVICE PROVIDER demonstrates a commitment to using positive approaches in all service and support activities.
2. The SERVICE PROVIDER's practices and staff demonstrate sensitivity and concern for personal dignity and respect.
3. The SERVICE PROVIDER implements procedures for investigation and intervention in all instances of alleged abuse and neglect.
4. The SERVICE PROVIDER owns, operates or leases buildings that comply with all applicable accessibility, fire and sanitation codes.
5. The SERVICE PROVIDER is in compliance with state and federal physical accessibility codes.
6. The SERVICE PROVIDER is in compliance with the provisions and requirements of the American with Disabilities Act (ADA) as these relate to the provision of recreation opportunities and services.
7. The SERVICE PROVIDER implements procedures for meeting all emergencies, such as fire, severe weather and health.
8. The SERVICE PROVIDER implements employment screening procedures that minimize unnecessary or unreasonable risk.

9. The SERVICE PROVIDER has a budget and accounting system in place.
10. The SERVICE PROVIDER has an annual independent audit of its fiscal activities.
11. The SERVICE PROVIDER's personnel practices meet all state and federal Fair Labor regulations.
12. The SERVICE PROVIDER provides opportunities for staff training and personal development.
13. The SERVICE PROVIDER regularly evaluates and provides feedback to its staff on their performance.
14. The SERVICE PROVIDER trains its employees to be individual-oriented and service focused.
15. The SERVICE PROVIDER conducts an ongoing evaluation of success in achieving desired outcomes.
16. The SERVICE PROVIDER includes input and involvement from people served and others in its evaluation and planning activities.
17. The SERVICE PROVIDER has high programming standards and reacts in a timely fashion if found to be deficient.
18. The SERVICE PROVIDER provides a healthy and safe working environment for staff and programming environment for participants.
19. In all of the above, the SERVICE PROVIDER respects the dignity, confidentiality and rights of the disabled population it serves.