

THE CAMPLINE

Providing Camp-Specific Knowledge on Legal, Legislative, and Risk Management Issues

SPRING 2017 / VOLUME XXVIII / NUMBER 1



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CAMP CONTRACTING WITH SERVICE PROVIDERS – THE BIGGER PICTURE

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I. Introduction



As part of a camp's offerings to campers, camp services include those provided by others, outside the camp's direct employees or volunteers. The American Camp Association (ACA) calls these organizations or individuals "providers" — commonly known as "vendors," "sub-contractors," or "third party providers."¹ A camp's use of providers encompasses those who use camp premises to conduct a service (food service, rock climbing, portable recreation equipment) or those that provide services at a selected site or location off of camp property, whether in the next town, or somewhere else inside or outside the US — river rafting or bicycle riding, for example. We have written in the past about these issues², but focused primarily on the written contract between the camp and its contractor. Although a written contract is important, its value is better framed in its place within a set of key components that encompass the larger contracting relationship. Whether yours is an accredited camp or not, these key

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components will allow the camp to better understand and manage the risk management, legal issues and practical issues associated with this important relationship.

Why does a camp choose to subcontract with a provider to offer a service or activity? The reasons are many and varied. A camp may not have the equipment or trained staff to provide an activity they believe serves their mission and rounds out an attractive array of activities for their campers — rafting at a nearby scenic river or horseback riding in the mountains. The camp may have premises appropriate for certain activities that it believes are best utilized by others specializing in the activity — such as technical rock climbing offered on the camp’s property by a climbing guide service. Alternatively, the camp may want to contract out on premises cleaning or food service. Or, the camp may be a “Tripping Camp”³ that has no camp premises but organizes programs for campers taking place in the US or in international⁴ locations.

Contracting with a provider offers the camp an opportunity to hire others who are more experienced and versed in offering a particular service, and who, the camp believes, can more effectively manage the associated risks. In contracting with a provider, the camp also avoids legal requirements associated with employee withholding, worker’s compensation, unemployment taxes, and other matters. Importantly, in hiring an independent contractor who is responsible for the oversight and direction of the services,

the camp may believe it will reduce or eliminate the camp’s legal exposure should something go wrong.

All of the above are true, but there is more to the story. In the context of a camp’s endeavor to run quality camp programming, this article will examine the nature of the contracting relationship from a legal, risk management, and practical perspective, giving the camp an overview of issues it needs to consider as it contemplates its existing — and future — contracting relationships. In the process, we will identify relevant ACA standards.

II. What is an Independent Contractor?

An independent contractor is an organization or individual who, or which, controls and is responsible for the manner and method of the services they provide. As a result, under the law, a contractor is responsible for its own actions and ultimately liable for incidents or injuries relating to its services. Generally speaking, then, the camp has no liability for the acts of its contractors for incidents occurring on the contractor’s “watch.” But, there are exceptions....

thereby treating the contractor like an employee. Even if the camp has developed a carefully drawn contract identifying that the contractor is hired independently, a court can choose to override the contract and declare that the contractor is actually the camp’s employee based upon the actions and conduct of the parties. Basically, the written contract does not match the program “roll-out.” This scenario may make the camp responsible not only for the contractor’s actions, but also (perhaps) responsible for back taxes, benefits, or penalties (e.g. workers’ compensation, withholding, unemployment compensation) for not treating the individual as an employee.

Other exposure may result if the camp doesn’t disclose the existence of a contractor, or the fact of a contracted activity to its camper families. A camp may believe that it doesn’t want its current or prospective camper families to know that some activities campers will engage in will be performed by contractors outside the camp organization. If an incident or injury occurs, a plaintiff may successfully claim that it appeared the contractor was an employee or agent of the camp rather than a separate entity or individual.

Even if the camp has developed a carefully drawn contract identifying that the contractor is hired independently, a court can choose to override the contract and declare that the contractor is actually the camp’s employee based upon the actions and conduct of the parties.

III. Camp — Potential Liability

A camp — like any other organization engaging a contractor — has a duty to exercise reasonable care in selecting a competent contractor. As a result, the camp may be found liable for “negligent selection” of a contractor if found to have breached its duty of care in a particular case. Screening the contractor ahead of time (discussed below) forms the basis for a camp’s effort to reasonably assess competency.

A camp may also be exposed to liability if, having selected the contractor, it exercises control over the manner and method of the contractor’s services,

On this basis, under what is known as the doctrine of “apparent authority,” a court can hold the camp responsible for the actions of its contractor.

The camp may have other exposure if the contractor is injured and claims that he or she was actually an employee, and is entitled to worker’s compensation, unemployment compensation, or other benefits. Or, a federal or state audit — perhaps kicked off by a contractor’s actions — results in penalties for a camp’s failure to properly designate the individual as an employee.

Other exposure may exist as well, making it critical that camps entering into these relationships understand the bigger picture.

Icon Key

The icons below correspond to article topic areas. Use them to find the articles that best match your interests!



EDUCATION



POSITION STATEMENT



ISSUES



PUBLIC POLICY AGENDA DEVELOPMENT



LEGISLATIVE



REGULATORY ADVOCACY



MOBILIZATION



RELATIONSHIPS

IV. Key Components of the Contracting Relationship

What are the key components of this contracting relationship? As we have described, it isn't just about the contract. Consider the following:

• Maintaining mission and purpose.

Examine the camp's purpose and goals in the particular contracting relationship. Is the relationship reasonable? Does it align with the camp's mission?

• Screening and selecting the contractor.

Does the camp have a screening or "vetting" method in place for reasonably determining competency? Is the camp documenting this screening process? Various methods (or some combination) include referrals or input from other camps or organizations who have utilized the services of the contractor, reviewing online or printed information or reports on the contractor, in-person or phone interviews, and questionnaires. An additional method — termed by some as "retro-vetting" — involves having the camp's own staff evaluate the contractor's services in a way that is documented by the camp. Having regular evaluations by camp staff (or other evidence of "competency evaluation") over the course of time may not only protect the camp from potential legal exposure, but provides the camp with important insight on the quality of the contractor's services (from a program quality and risk management perspective).

What is "reasonable"? This is an objective standard — what would an organization in the same or similar circumstances do to determine competency? What is reasonable in any given case can be measured (in court litigation, typically via the testimony of an expert) by, e.g.: practices engaged in by other programs in the industry, applicable accreditation standards or practices, any state laws or regulations, or direction from published case law.

• Written Contract.

The camp and contractor should enter into a clearly written contract that matches the program roll-out. Elements of the contract (discussed below) should, among other content, identify the responsibilities and liabilities of each of the parties.

• Inform Campers and Parents about the Contracting Relationship.

The camp should inform camper families regarding the camp's contracting relationships and associated activities and risks. This disclosure may be included (e.g.) on the camp's website (with a link to the contractor's website, perhaps) or elsewhere, and described in the participant agreement, along with a description of selected activities and risks. Not only does this make the camp's contracting relationships clear to the families from the start, but assists families in understanding the nature of camp activities and risks, and their responsibilities and liabilities. Rather than highlight deficiencies in the camp's capabilities, it sends the clear signal that the camp wants to deliver a high level of competency in offering the activities, and not simply "wing it."

• Camp/Contractor Coordination; Maintaining the Independent Relationship.

The camp should effectively coordinate with the contractor in advance of the activity or service to confirm the details of the arrangement and to inform the contract, while taking care to appropriately maintain the independence of the parties.

• Education, Preparation, and Training for Attending Camp Staff on Contract, Culture, Coordination.

Typically, camp staff will attend, and often participate in, the contracted activity with the campers. Camp staff should be familiar with the written contract ahead of time and specifically understand the intended scope of the contracted activity (does the bike-riding activity also include swimming at a local waterfall, and hiking through a ravine, or just bike-riding?).

Ideally, attending staff can meet or talk with the contractor in advance of the activity or service in efforts to coordinate the planned activity, speaking with camp management if staff have questions.

Camp staff should understand their role during the contracted activity, how they may coordinate with contractor staff (during an emergency or otherwise) and understand any in country or local cultural or other considerations that may influence the conduct of the contractor (a lax attitude about wearing safety equipment, for example). As directed (preferably in training) by camp management, attending camp staff should be prepared to terminate the activity, or intervene, if they do not feel comfortable at the meeting location or at some other point during the contracted activity (bad weather, swollen and rushing river, guide who appears impaired in some way). However, staff should understand their role here is not to take over the running of the activity, but to avoid or terminate the activity, as appropriate, under the circumstances.

A camp should devote a portion of its staff training to addressing these issues.

• Understanding and Structuring Insurance.

Insurance is typically the "last layer of the onion" of protection. In the written contract, the contractor will typically be required to offer proof of insurance and add the camp as an additional insured on the contractor's insurance; ACA standards recommend this.⁵ Additional challenges arise if the camp is contracting with a foreign contractor (international location), as it may be unable to secure a written contract, secure insurance — or, if secured — adequately "vet" the nature of that insurance.⁶ In any case, in addition to its efforts to secure insurance/additional insured status from the contractor, it behooves the camp to assure that its own insurance will provide the camp with protection — in a US or foreign location — should it be exposed to liability for incidents or injuries occurring on the contractor's watch.

V. Applicable ACA Standards

ACA standards address a camp's contracting arrangements on various levels. The standards don't necessarily require that the camp make the contracted provider adhere to all standards. In fact, to require this of an accredited camp might compromise a camp's ability to declare that it was operating independently from the contracted provider (as it might be construed by a court that the camp, in dictating the manner and method of the contractor's service, was responsible for any resulting harm).

However, the introduction to the PD, PA and PT standards identify, for example, that selected standards "apply" when camps are using "providers" or "vendors" for certain activities. And in some cases, the standards — mandatory or not — require the camp to provide written evidence of compliance (by the camp or contractor).⁸ ACA Professional Practices⁹ state: "[c]ontracts have been signed with all providers of program services such as aquatics, adventure/challenge, horseback riding, and tripping that specify responsibility for meeting the intent of appropriate ACA standards."

Perhaps the difference here is that — not unlike applicable laws or regulations — the camp is advising its contracted providers on external ACA standards that, as an accredited camp, it must adhere to. In addition, standards applicable to the contractor can be incorporated into the camp's screening procedures for vetting the competency of a contractor (an important undertaking, as discussed above). Ultimately, a camp should work with its legal counsel to comply with ACA standards, while appropriately preserving the independence of the parties in the contracted relationship.¹⁰



Photo courtesy of Camp John Marc, Meridian, TX

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VI. Basic Elements of the Written Contract

Although an oral or written contract can obligate parties to an agreement, using a written contract in the context of a camp's contracting arrangements is a valuable way to document the parties' understanding. Use of a written agreement between the camp and a provider is valuable for two basic reasons:

- It documents the parties' understanding of their respective responsibilities and important details of the arrangement before the event begins. This information exchange is good business—increasing the understanding between the parties, and hopefully minimizing the risk that incidents may occur during the event.
- It allows the parties to address their respective liability to each other should an incident occur during the event, or should a party fail to fulfill their obligations under the contract.

At the outset, an enforceable contract must have certain qualities — those include:

1. **Mutual Agreement** — it must clearly set out the intent of the parties. There must be a "meeting of the minds";
2. **Competency** — it must be entered into by persons who are legally competent to do so in terms of their adulthood and mental capacity to understand the implications of its terms;
3. **Consideration** — a party agreeing to do (or to not do) something must receive "consideration" for that promise — something of value, which may be money, goods or services.
4. **Legality** — an agreement will not be enforced if it calls for action that is illegal or otherwise unenforceable under the law.

A contract, however simple it appears and whatever the level of trust between the parties, should be written by, or at least reviewed by, competent legal counsel. (Note that the camp may not always be in the "driver's seat" if a provider insists that

its contract be used. This may involve some strategic negotiation, with assistance from your legal counsel). While the details of a contract will vary, the basic elements are fairly predictable and include at least (but not limited to) the following:

Definition of Terms: To achieve clarity and consistency, consider defining certain terms in the agreement and then using those terms throughout the document. For example, the contracted event or activity could be termed the "program."

Title: The title should reflect the intent and purpose of the agreement. It must not mislead. For example, a camp would not title a contract for equine services "The Camp's River Trip."

Parties: Identify the parties to the agreement using their full legal names (and you might provide an abbreviated reference for later in the agreement).

Purpose and Intent: State the overall intent of the parties as further "table setting" for the agreement which is to follow.

Consideration: As esoteric as this element might seem, courts are comforted by a recognition of what the parties consider a "fair trade" or a "bargained for exchange," even if the recitation is only: "In consideration of the mutual undertakings described below, the parties acknowledge and agree as follows."

Brief Description of the Event: Include a brief description of the contracted event or activity.

Beginning and Ending Point of Event: The parties must be very clear about the beginning and ending point of the event, as that marks the start and end of the parties' respective responsibilities — to each other and to the campers — relating to the event. This could be an airport, a trailhead, or another agreed upon location where the parties meet and then part. If it is a multiple day event which goes for a period of time each day, it may be that the "event" begins and ends each day at specific times, perhaps signaling a shift in responsibilities between camp staff and contracted staff.

Camp Facilities or Premises

Provided: If the provider will come to the camp premises for the contracted activity or event, the agreement should describe which facilities or premises the provider has access to and when (including any limitations on use), and whether the camp or the contractor is responsible for selecting and inspecting the sites used for the activity.

Parties Responsibilities and Services

Services: In two parts (or more, depending on the number of parties), describe what each party is expected to do. If the parties are to collaborate in delivering an experience ("mutual services"), the boundaries and nature of their respective contributions must be set out. In these sections, the parties can describe responsibilities regarding staffing¹¹, orientation¹², provision of activities, transportation, medical and emergency care and response¹³, structures, gear, and other resources. As appropriate, the camp should be explicit about disclaiming certain responsibilities.

The matter of supervision — particularly where minors are involved — is a critical element of this responsibilities "breakdown." Often, camp staff members accompany the campers on a contracted activity — wherever the location. What is the camp staff member's role vis-a-vis contracted staff? Is it behavior management, assisted supervision, or is the camp staff member simply along to participate in the activity? The point is, the parties should articulate respective roles so that there are no gaps in oversight because of a misunderstanding about who was in charge of what, when. ACA standards highlight the importance of defining these staff roles, particularly around the area of camper supervision.¹⁴

Compliance with Standards, Laws, and Regulations:

Contractor responsibilities should address compliance with licensure, permitting or certification requirements, applicable ACA standards, state child care licensing laws or other state laws or regulations. These can be identified in the agreement and, in the case of standards or regulations, attached to it, or, contained within a questionnaire sent to the contractor, and referenced in the agreement. The camp should have a means to verify any required compliance.

Compensation — Payment, Cancellation, Refund: If the contractor will be paid, declare the amount to be paid and when, and, if a down payment is required, describe under what circumstances (cancellation, for example) all or part of that payment might be refunded.

Relationship between (among) the parties: If it is true, the parties should agree that they are each independent of the other, and not employees, partners, agents, or otherwise affiliated in a manner which would allow one to be liable for the actions of the other. This language is sometimes expanded to refer explicitly to the independent contractor status and to deny any obligation to withhold for, or pay, taxes or provide benefits, including workers' compensation.

Matters of Liability: Here the parties agree to the protection one party will give to the other, or, that each will extend to the other, by mean of insurance, additional insured status, indemnity and otherwise, if a claim is made against one party for the wrongful acts or omissions of the other. As discussed above, seek the advice of both the camp's legal and insurance counsel, to accurately articulate these terms.

Term and Termination: The parties should agree to a term, and to those events which will cause the agreement to be terminated or suspended, and any monetary or other adjustment which will be made in those circumstances.

Applicable law and venue: The parties should agree, in advance, where a lawsuit, mediation or other means of dispute resolution shall take place, and in accordance with the laws of which State.

Other provisions: A variety of other provisions may be included, which the camp should discuss with its legal counsel.

Effective date, and signatures: Finally, the agreement should provide for an effective date, and signature blocks for each party, identifying the party and the person signing on behalf of that party.

Again, in developing these contracts the camp must enlist the help of qualified legal counsel, familiar with the camp and the laws pertinent to its operations. These contracts are too important to relegate their drafting and negotiation to a camp administrator with no access to the camp's legal counsel. Camp families deserve the clarity and commitment to professionalism that such a well-crafted document represents.

VII. Conclusion

A casual contracting arrangement based on a handshake, oral agreement, or informal letter may be fine if nothing bad happens, but in the event of an incident during the program, the parties may be pointing fingers about who was supposed to do what, who is financially responsible, and other aspects of the arrangement, increasing the camp's legal exposure and hurting its reputation. Taking the time to thoughtfully consider a camp's contracting relationships benefits your camp operation — and your camper families.

**This article contains general information only and is not intended to provide specific legal advice. Camps and related organizations should consult with a licensed attorney regarding application of relevant state and federal law as well as considerations regarding their specific business or operation.*

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¹ See ACA Accreditation Process Guide ("APG") Glossary: "Staffed Public Facility or Provider." (Note: alternative terms used in the APG referencing this sub-contracted arrangement include "vendor," "contracted service provider" and "public provider"). This collective definition includes those offering services via a "staffed public facility" (climbing gym, swimming pool) or those offering services either on or off the camp's premises. This article will focus on the latter.

² **Contracting With User Groups and Outside Providers: Legal and Practical Issues**, Gregg and Hansen-Stamp, ACA CampLine, Winter 2008.

³ As identified in the APG, "Program Trip and Travel" (see introduction to those standards) defines these that send camp staff with campers on organized programs that travel for 3 nights or more. This can be a camp that has no camp facilities or premises, or, a resident or day camp that offers special trips for campers. See our previous CampLine article, **Tripping and Travel Camps – Thinking Outside the Gate**, Hansen-Stamp and Gregg, ACA CampLine.

⁴ See, *Id.*, **Tripping and Travel Camps**, p. 5, for some discussion on contracting services for a camp's international trips. Contracting internationally involves a variety of unique issues which are outside the scope of this article.

⁵ OM 3, Contextual Education.

⁶ See, *supra*, **Tripping and Travel Camps**, p. 5.

⁷ *Id.*, p. 8.

⁸ See, e.g. PT.14.1, PD.38 and Contextual Education.

⁹ The ACA APG explains its "Professional Practices" designation: "[a]s former and current standards become general accepted practices in the industry or are regulated by other bodies, they are acknowledged here as norms in the industry and moved to this educational resource for review and implementation."

¹⁰ See similar comments, *supra*, **Tripping and Travel Camps**, p. 3.

¹¹ See HR.4 & HR.5 (contracted staff working on camp property).

¹² See PA.33, PD.18.

¹³ See HW.2, PD.17 and PA.31.

¹⁴ See, e.g. PD 39 and contextual education, PT.13 & PT.17 and contextual education; see also OM.12.1.



Photo courtesy of ACTIVE Network



FIVE TIPS FOR KEEPING YOUR CAMPERS' DATA AND INFORMATION SAFE

By Sheryl Hoskins, ACTIVE Network

Camp directing is not merely a job that provides a paycheck. Rather, it is the reason to get up in the morning. A camp director's ROI is in every child's smile, when he learns a new skill, discovers a new world, achieves the "impossible," or wins for the first time as part of a camp experience. In this way, camp directors embrace the role they play in shaping social change and transforming our communities for a better tomorrow.

Delivering camp experiences that instill good habits across a range of interests and ages is no small task, but recent advances in camp management technologies are making it easier for camp directors to dedicate more time toward planning, resourcing and giving kids and their families the exceptional experiences that they crave and, in some cases, expect. And as more and more camp directors adopt technology, they also take on the responsibility of safeguarding campers and their families in the online world, just as they do each day in offline environments.

The Case for Investing in Data Security

Depending on the size of your organization and the number and types of camps you offer, there exists a camp management software solution that can deliver the functions and capabilities you need to meet your goals, whether

your goal is to wow and engage loyal, long-term campers with new types of activities or to attract new campers to your existing programs. As you assess your needs, you may focus on how certain technology functions can help you streamline (online registration and payment processing), help you discover and attract new campers (digital marketing tools), improve the camper and employee experiences (mobile camper check-ins and staff management features), or track your progress toward goals (financial tracking and reporting tools).

Today's camp management software solutions can deliver a broad range of tools and features that streamline your administrative workload and manage your campers. Convenient, mobile-friendly participant portals, coupon and discount management features, and easy-to-use e-mail marketing tools and analytics have become table stakes for camp management software offerings. While camp management technologies certainly create efficiencies and improve experiences for you, your campers, volunteers and staff, the most critical component of any software designed to facilitate kids' activities is that it aligns with your mission to help children.

Internet mayhem and identity theft are now a universal part of the relentless, illegal pursuit of data. The reality is that while consumers can take steps to protect themselves, once

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they engage with an organization, the responsibility for protecting their information lies with the organization that has collected their data.

The solution is not to simply maintain a paper-based, offline existence. While consumers are concerned about the security of their information, they simultaneously demand the convenience of online services. For your organization to continue serving children, it must also serve parents. Manual “offline” registration and management of administrative tasks may decrease the risk of camper data compromises, but does the potential risk reduction of using “offline” processes outweigh the benefits of utilizing online camp management software? The answer is no. For one thing, most paper registrations conclude with an online payment transaction (a top expectation of parents), so a complete online solution ensures the security of all data at each transaction touch point.

What Level of Security Should You Expect of a Software Provider?

If you’re currently using a camp management software solution or considering moving to an online solution, be sure you investigate not only the data and information security capabilities of the software suite itself, but also those of the company providing it.

For example, the provider should be able to demonstrate proof that it maintains one of the best system availability and security application infrastructures within the industry in which it operates, backed by state-of-the-art data centers, each holding either a current SAS70 or SSAE16 certificate and a team of highly skilled and trained technology professionals. The company’s data centers should operate 24/7/365 across multiple sites to be able to guarantee redundancy of data. With a comprehensive and advanced recovery solution in place, in the event of a regional disaster, its recovery programs and activities should immediately begin in a secondary data center. This level of investment, rigor, and oversight must be in place so that the company can confidently ensure the safety and security of not only campers’ data but also any company data.

At the same time, any provider you select should continually invest in making the technology upgrades needed to deliver the highest available processing speeds for every user and to ensure a 99.5 percent or greater “uptime” standard, with data center “uptime” and security standards mirroring those of the U.S. government.

As a camp director, you may not be trained to architect and monitor security solutions, and with the right technology partners, you don’t have to be. Whether you are considering transitioning from a paper-based registration and administration process to a camp management software solution or you are currently using an online solution, there are five primary evaluation criteria you can use to determine the caliber of a camp management software provider’s security and infrastructure. Simply asking these five questions and knowing what the answers should be will help you determine whether your system is appropriately secure, and whether the personal data and information of your campers within that system is safe.

These are the questions to ask when determining whether the systems you use employ best-in-class safety and security precautions to protect your company and camper data:

1. IS THE PHYSICAL SECURITY OF YOUR DATA CENTERS COMPRISED OF FIVE LAYERS OF PROTECTION?

Both digital and physical mechanisms must be in place to keep your campers’ data safe. We typically think of cyberattacks when we hear the words “data breach,” but in actuality, your campers’ data could be physically removed from your software’s data center due to lax data center security and protocols. The provider’s data center strategy should ideally leverage the most advanced facilities possible to house their infrastructure, with Tier 3+ data centers that provide full redundancy for the country within which you operate your camp. Check to ensure that each facility provides robust connectivity with access to multiple Telco providers allowing for near unlimited application bandwidth. The physical structure that houses the data centers should not only provide reinforced walls and enclosures, but also state-of-the-art surveillance to protect data centers from forced entry attempts.

1. **Perimeter: Blast walls, locked gates, no clear avenue of approach/entry, video surveillance and no external signage.**
2. **Exterior Walls: Reinforced concrete with reinforced, alarmed doors. Entry to lobby requires validation against an authorized list.**
3. **Mantraps: Once inside the lobby, entry to the data center is blocked by steel mantraps.**
4. **Manned Access control: Access beyond the mantrap requires ID and biometric authentication controlled by 24/7 armed guards and audio and camera surveillance.**
5. **Caged Spaces: Within the data center, all provider-operated equipment should be separated and contained within an individually locked and monitored cage.**

An easy way to gauge the physical security of your technology providers’ data center is simply to ask them for pictures and locations of their data centers. If they appear disorganized, do not visibly have these five layers of protection in place and are not geographically dispersed, your company and camper data may be at risk.

2. ARE DIGITAL COMMUNICATIONS BETWEEN YOUR DATA CENTERS AND SOLUTIONS DELIVERED VIA ENCRYPTED TRANSMISSIONS?

Your campers’ parents should trust that when they’re inputting personal information, including payment details and login credentials, that your software platform leverages the most current encryption protocols to ensure the security of all transactions and communications. You may recall the first time you noticed a website address that started with https rather than http. The “s,” of course, stands for Secure Sockets Layer, or SSL, which represents the technology

that encrypts a website connection to prevent hackers from intercepting sets of data that travel through that connection. If your registration is hosted at a non-https address, you could be deterring prospective customers who are looking for that secure "s" from signing up for your programs in the first place.

All network communication to your software provider's equipment should be delivered via cryptographic protocol. It is best if the provider uses strong encryption keys, securing all information at every step of transmission, for end-to-end protection. Digital traffic in and out of the data centers should ideally go through seven layers of firewall protection, denial-of-service, and hardware-based protection, using best-in-class equipment.

Also, does the provider use a comprehensive suite of software and hardware tools to inspect network activity and proactively protect against any external threats? Ideally, the provider of camp management software should also perform frequent scans of their infrastructure to detect potential risks in your environment, with any new risks being ranked in accordance with the National Vulnerability Database Scoring System and remediated accordingly.

3. DO YOU PROVIDE 24/7/365 MONITORING TO ENSURE UPTIME STABILITY AND RELIABILITY?

Ever come across an annoying 404 error message after clicking on a link? Consider the experience for a parent clicking on your "register now" link. Server errors are frustrating because they seem to affect us right when we've committed to taking action and happen to have only a few minutes to do so. As much as you may wish you could continually monitor your system, you can't be awake 24/7 to address your current or prospective customers' technical support issues, so working with a provider that works for you throughout the night, during holidays and every other minute to ensure your programs are accessible online is crucial.

Any camp management software provider should validate that their monitoring strategies are supported by an internally staffed 24/7/365 network operations center. Be sure that they constantly monitor for customer experience issues and regularly test for key functions from a variety of geographic locations through the use of enterprise-class monitoring tools and proprietary monitoring and management solutions. In the event of error conditions, they should have protocol in place to immediately alert their engineering team to investigate and resolve any issues. Environment stability can be further augmented by extensive release-and-change management processes to prevent the introduction of unintended issues through new functionality or product enhancements.

Ensure your provider has both the resources to manage all their own equipment as well as proof that they have highly skilled technical engineers in-house to monitor and respond to issues faster and more proactively than externally managed, 3rd-party and "white box" environments. Additionally, has the provider implemented an advanced content caching solution to enable delivery of seamless online experiences for campers and their families? If not, you should be skeptical of engaging with that vendor.

4. DOES YOUR SOLUTION ENABLE CONTROLS FOR LIMITING EMPLOYEE ACCESS TO SELECT MODULES?

Have you ever wondered who is on the other end of your phone or internet connection when you create a new account online? It's easy to assume that the organization has done its due diligence in conducting security checks, training employees and deploying safeguards to deter employees from misusing or appropriating your data in any way. For example, if you use the same password for your bank account as you do for an online retailer or e-mail account, your level of risk can exponentially increase if just one company with which you transact has not taken adequate employee-related security measures.

Ultimately, mitigating the theft risk of a camper's records and personal information falls on both the provider and you, the camp director. Ensure that your provider's solution includes processes and functionality that allow you to improve and maintain security on your end, too. Take the time to establish various levels of access to campers' records based on the respective roles of your volunteers and employees. Your provider's software can and should enable your organization to completely control user access levels to ensure that each staff member can only access the specific areas you choose.

5. DO YOU ASSUME ALL THE RISK OF PAYMENT PROCESSING PER PCI STANDARDS?

All credit card transactions between customers and merchants can and should go through reputable, stable, financial, or banking system vendors that properly process, administer, verify and either accept or decline credit card transactions on behalf of the service provider through secure Internet connections. As such, your software provider should assume all the risk in payment processing.

According to the Payment Card Industry (PCI) standards, any business that stores, processes, or transmits credit card transactions is required to meet specified levels of compliance in order to protect its customers. Ensure your software provider's level of compliance completely covers you. For companies that process more than billions of dollars in annual credit card transactions on behalf of thousands of customers from around the world, it is critical for that company to hold Level 1 Payment Processor and Service Provider status. Such status requires companies to undergo annual third-party certification audits to ensure those high security standards are always maintained. The company's PCI compliance level must be verified by a Qualified Security Assessor (QSA), covering everything from network security and application security to background screening of its employees. When a company stores a customer's financial data, it takes on the burden of PCI requirements for that customer, eliminating their pain of compliance in cost, time and resources.

In Summary

Selecting a camp management software is potentially one of the biggest decisions you'll make as a camp director in terms of the potential benefit to you, your business, and also your campers and their families. When shopping around for a provider of camp management software, make data security a top priority among your selection criteria. Directors of camps today face increased challenges and competition due to advancements in technology that have made programs more accessible than ever. At the same time, it is technological advancement itself that can help solve a variety of camp management challenges.

As you adopt new technologies in the future to help you better manage your operations and meet the needs of new generations of campers, the safety and security of your campers' data and information should be a top priority. Ask potential providers for documentation supporting enterprise-level security compliance, physical security specifications and images of their data centers, data storage and backup capabilities, architecture specifications, cloud operations classification, and payment security measures. If a provider cannot or will not deliver proof that their data centers meet these security standards, purchase your software from a provider who can demonstrate to you that they have the technology and security infrastructure needed to protect your campers.

Security Checklist: Camp Management Software Must-Haves

Enterprise-Level Compliance	Enterprise-Class Architecture (Layer 7 Firewalls, Dedicated Security Team, Penetration Testing, etc.)
Enterprise-Class Datacenters	Internal Private Cloud
Data Storage & Redundancy	Integrated & Secure Payment Processing

Sheryl Hoskins is the general manager of Communities at ACTIVE Network, an organization supporting camp directors in their mission to enrich lives through camp, event and activity management technologies that deliver online registration and payment processing, digital marketing, mobile camper check-in, staff coordination, and financial reporting capabilities.



Photo courtesy of ACTIVE Network



COMMUNICATION FROM OFF-PROPERTY

By Ann McCollum

Risk management decisions are made days, weeks, and months in advance. This adage is especially true when making communication plans for when your campers leave camp property. Reliable communication away from camp is dependent on plans that are thoughtfully considered well in advance. This article will cover a host of planning considerations essential to effective and reliable communication when your campers are on adventures away from your main camp property.

Plan

A solid plan for communication is critical to managing risk on trips away from camp, whether for a trip around the corner to the zoo or for a trip to the other side of the globe. The campers' destination and the planned purpose of the communication together inform the elements of your plan. Once purpose and destination are identified, it will be easier to pull together the other elements of the communication plan, which include: the means of communication and related equipment, planned schedule or occurrence, resources, and training.

It is important for all plans to have built-in redundancy for communication. In this day and age, communication necessarily involves technology, including cell phones, computers, and satellite phones. Technology can be extremely efficient and effective in time, person-power, and budget. Ideally, wherever you are, you can pick up your device, login or dial up, and successfully communicate in an instant. However, the ideal is not always realistic. A good rule of thumb in your communication planning is to assume that your technology will fail and plan an alternative accordingly. The use of technology should never replace solid trip planning, staff training, and risk management.

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Similar to the importance of having map reading skills when the GPS fails, staff should have the skills and knowledge to manage a situation without having to rely on a call to camp for guidance or help. Sending trained staff who are capable of handling emergencies from first response through evacuation — including the ability and authority to make relevant decisions — is critical, especially when technology fails. While the ideal may be a cell phone call from the accident site directly to camp, it may actually become a staff member creatively realizing the alternative of moving quickly down the trail to the nearest landline or down the road to nearby law enforcement.

Purpose

Before a group leaves camp property, the leaders should know the actual purpose of the communication device they have with them. Are they to use it only for emergencies? Does the communication plan include regular/pre-scheduled “check-ins” to report how the trip is going? Are staff expected to call camp whenever a camper issue arises? I heard a story of a camp counselor leading campers on a day hike in the mountains who used her cell phone to call the program director to ask whether they should continue the trip in light of the developing weather. In this case, the staff member was trained and expected to make such recurrent decisions throughout the day. The program director was miles away and reminded the staff that she was not experiencing the same weather, did not know the condition of the group, and was not equipped with the information to make that decision. She encouragingly instructed the staff member to use her training to assess the weather and make a decision. This scenario is not necessarily one of poor training in weather assessment, but one of not understanding the purpose for carrying the cell phone as part of the camp’s safety protocol.

Staff training should include the purpose of trip communication and where communication fits in the program. Regardless of the purpose of the communication plan, staff need to be well-trained in how to effectuate that purpose.

Training

Understandably, communication training is perhaps a forgotten element of staff training. Campers, staff, camp administrators, and parents communicate constantly using phones, e-mail, text, and other media. Communication training is a key component in a camp’s overall plan to facilitate ready, efficient, effective communication from off-property. Training will help minimize confusion, rumors, and unnecessary response, among other things. Staff should be trained in the purpose of communication, making and receiving an emergency communication, use and management of equipment, and what I will call “rogue” communication.

First, camp staff must be trained in the **purpose** of the communication, and this includes training as to the impact of improper or incomplete communication. An untrained staff member may call camp from off-property and in an excited voice leave a message that he will “call back later,” leaving no other information. The effect of such a communication can leave a camp in a panic until the counselor calls back again . . . which he may never do because he became distracted by the fun of the event. Folks back on camp property don’t know if he was communicating an emergency or if he was calling to see if he could buy the campers ice cream.

One of the most important yet forgotten elements of a communication plan is training staff on how to **make and/or receive a call or communication**. All phone calls to camp should start with the name of the person who is calling and the statement, “This *is/is not* an emergency.” The call would then proceed accordingly. Training for emergency calls should include training for both sides of the call: the person making the emergency call and any person at camp who might receive the call. Consider what information should be relayed first in an emergency call (after caller’s name): information about specific location and call-back number if available, nature of the emergency, names of specific persons involved, what has been done, whether first responders have been called, the caller’s plan going forward, and what is needed from camp or first responders.

Train the caller not to hang up until he is told to hang up. Name, location, nature of the call, and call-back number is the first information relayed, so that if the call is disconnected, the person receiving the call has enough information to initiate a response. Prior to making the call, the caller should have written notes to be prepared to relay all the information concisely and efficiently.

On the other end, any person who might receive an emergency call should be ready to prompt the information from the caller, take notes, know when to disconnect, and know what to do with the information. Scripts for both roles can be immeasurably helpful in an emergency. Camps can create paper forms to enable both sides of the emergency (and non-emergency) communication that are posted next to phones at camp and carried in an emergency kit off-property.

For all communication options, camps have to do their homework and plan ahead to train staff on the equipment’s proper and effective use. A satellite phone can be pretty simple in their use, but it may not seem simple to a staff member who is pulling it out and turning it on for the first time in an emergency. It is important that staff are trained and practiced in the use of the camp’s communication devices.

It also is beneficial to train staff on non-emergency communications including social media. Often, camps enable staff and campers to post trip updates. Training staff and campers (if relevant for your camp) on appropriate content is often an overlooked element of communication. Several summers ago, a school group was on a small ship cruise when a rogue wave hit the ship causing some damage and minor injuries. The passengers, including students, were okay, and the ship turned around to return to port. The students had permission to access social media and posted dramatic and sublime versions of the event for days before the students were reunited with parents. The varied accounts of trauma, inconvenience, and morale were impressive. It is unknown if the variety of accounts caused any unnecessary concern from parents, yet it is not hard to imagine that every camp director reading this is cringing at the thought of answering those calls and settling the resulting parent anxiety.

Similarly, be aware of the **“rogue” communication** by camper and staff who have “contraband” communication devices on a camp trip (i.e. technology on trip of any sort where such technology is prohibited), which has related results as the social media scenario discussed above. We all know that even if you require campers to leave technology at home during camp, there will always be that one camper... Parents want their child to have a means of communication in a time of need, and honestly, parents want to be able to contact their children. Addressing this scenario can be tricky when trying to manage communication from camp. Regardless of how camps address the “contraband” technology, campers (and staff) need to understand that “secret” communication to their parents or on social media can cause serious problems, and camps need to be ready to address such potentially contradictory communication. In an emergent situation, such as a traffic accident or fire evacuation from camp, or even a non-emergent scenario, such as an exciting lightning storm when campers are safe inside a building, some campers and staff will be bustling to relay the drama on social media. Camps should impress upon campers and staff (and parents) the importance of the delivery of accurate and consistent information, which should come from one source: camp. Campers and staff should be instructed not post or communicate their own versions of a camp event. When they do, camp should be prepared to address rumors and inaccurate information. One way to address the posting/sharing of potential inaccurate

communication is for the camp to have a robust, responsive, and reliable plan and vehicle for communication to the camp community.

Communication options

The purpose of the communication and the nature of the destination will inform the camp’s best communication option. Camps must research the equipment, services, and features that meet a balance of their needs in the setting to be used, the skill level and training of the staff using it, the expectations of your parents, and the camp’s budget.

- **Phones** continue to be the go-to form of communication when service is available. In our route planning back in the day, we scouted and plotted pay phone locations, houses that had phone lines running to them, packed dimes in our emergency kits, and wrote important phone numbers on the inside of our leather belts. **Landlines** (true landlines and not a phone connected to the internet/cell service) should not be forgotten when they are available. When scouting a trip (of any sort), it is a good idea to know where a landline can be accessed. (Remember, mobile technology may fail and when that happens, landlines are reliable!) However, if you travel internationally, in many developing countries like India and Nepal, landline systems were so slow to be constructed over time that cellular technology surpassed it and is often more reliable. **Cell phones** provide a lightweight,

albeit often expensive, form of communication through talk and text messaging when service is available. Anyone who has taken a road trip across the country knows that there are frequent pockets where no cell service is available. A trekker can send a text from Everest Base Camp at 17,000 feet in Nepal, but one cannot acquire similar service in Taos Ski Valley in New Mexico. The lack of cell coverage in the mountains, canyons, or less traveled places in the US (including some interstate and other highways throughout the country is not uncommon. When traveling overseas, users will need to subscribe to an international plan or use an unlocked phone and buy a local SIM card at the destination. If you choose the latter option, be ready to speak the language or enlist the help of a local resident to set up your phone, because the local mobile network that your SIM card accesses will provide set-up instructions in the local language.

- **Satellite phones** (a.k.a. “sat phones”) provide the next communication option among telephones for low or no cell service locations and have become increasingly accessible and user-friendly in size and cost. There are many options when it comes to using sat phones and there are key considerations.
 - **1.** Train staff on the use of sat phones and practice use before heading out (an emergency is not the time to read the sat-phone manual)



Photo courtesy of Happy Hollow Children's Camp, Nashville, IN

- **2.** Ensure the batteries are charged and that you have charging capabilities on your trip (this goes for all technology, more below)
- **3.** Sat phones are not fool-proof: the phone must be able to communicate with an orbiting satellite in order to be of any use, so the user may have to climb out of a canyon or to the top of a hill in order to connect; also, beware of cloudy days which may block communication
- **4.** Some countries (e.g. India, China, Cuba) limit the use of sat phones: do your research as part of your trip and emergency planning
- **5.** Include satellite phone service in your budget: service is not always included in ownership (or rental) of a sat phone, and calls can be very expensive. Developing ready and efficient phone skills for use on the sat phone should be part of staff training and practice.
- **Satellite Emergency Notification Devices** (“SEND”) provide a communication option that includes messaging through texting, tracking, and emergency messaging or signals. Texting is an effective and available form of communication in remote travel, and like phones, there are service limits. Texting from a cell phone relies on the cell service, which may or may not be available. Like sat phones, Global Positioning System (GPS) or tracking devices (e.g. Delorme, SPOT) rely on orbiting satellites for communication, and many include texting in their service packages. Some SEND devices provide two-way messaging (both sender and receiver can send or reply to a message), and some provide one-way (only one party can send a message) pre-written messaging such as “We’re okay.” One-way messaging is valuable for routine check-ins, but may be lacking in an emergency when communicating the nature of an injury or the equipment and clothing your group needs would facilitate a more effective or efficient rescue. All GPS tracking devices can communicate a group’s

location. Some devices have a tracking feature, allowing for folks at camp to follow a group’s progress if the feature is enabled.

- **Personal Locator Beacons** (“PLB”) are exactly what they sound like: they are devices from which a person can transmit via satellite her location to a first responder (i.e. sheriff’s department or backcountry rescue team) in an emergency. PLBs do not have a messaging feature. Not too long ago, a wilderness traveler in Colorado sent multiple PLB signals over several days from various locations in the backcountry. A flurry of social media messages ensued from local first responders imploring the user (or his friends) to stop the signals. It was deduced that the PLB user thought he had a SEND device and thought he was sending a tracking location to friends, rather than an emergency call to which rescuers were responding. PLBs are the technology equivalent of the rock SOS: the signal lets someone know your location in an emergency. PLBs are very valuable when the sole purpose of your communication device is simply to tell someone you need help and where you are.
- **Computers, laptops, tablets (e-mail and social media)** are not likely to be utilized for communication in a wilderness setting but could be very valuable for travel in urban travel or “wired” remote settings such as developing countries and well-traveled remote tourist routes. Those traveling for the first time to developing countries will be surprised (impressed?) at the availability of internet services. **E-mail** is a great form of communication allowing for a narrative, instant, two-way communication. However, e-mail depends on wireless and internet service. While international hosts will go to great lengths to provide internet service to patrons in remote settings (such as a small-town lodge or expedition boat), it is important to remember that internet speeds can be painfully slow and service can be prohibitively expensive. In addition, internet services in such remote settings are not necessarily reliable with regard to internet and power outages.

Needs

Based on your communication purpose and trip destination, the following outline provides questions to consider when acquiring communication equipment or devices:

• What is the intended primary use of the equipment?

- o Emergency communication?
- o Daily check-in?

• What features are important?

- o Two-way communication?
 - Text or voice?
 - If text, are there character limits on messaging? Or limits on number of messages?
- o Built-in GPS?
- o Lightweight?
- o Waterproof?
- o Long battery life?
- o Rechargeable battery?
- o Tracking?
- o Touch screen?
- o Maps included?

• Is a service subscription required in addition to the equipment?

- o Can service be purchased on a short-term (i.e. monthly) rather than annual basis?
- o Is there an activation fee?

• How is the device charged and recharged?

• What is your budget?

- o Can equipment be rented?
- o What is the cost of added service?

• How user-friendly is the equipment?

• What technical support is provided with my equipment or service purchase?

Once you make your list and identify how your equipment needs to be employed, you will be better informed when purchasing or renting equipment.

Know how to manage equipment

Equipment management can hinge on one thing: access to power. No matter what device or system you choose, it is important to know how you will keep your communications device powered. Even if your group travels only in urban areas, carrying portable power such as rechargeable battery packs can be very advantageous. Having a lightweight portable battery pack eliminates the need for searching for and stopping near an outlet to charge a device. If your group travels in more remote non-wilderness settings like international villages or desolate highways, or if your trip is vehicle-based, you are likely to have the opportunity to charge your devices through wall outlets, generators, or through a vehicle charging port. If your trips travel in the wilderness or otherwise do not have access to charging through an outlet, charging options include back-up battery packs or solar charging, both of which must be included in your budget and training.

Considerations for keeping devices powered in remote settings include the ability of your stored power to charge the communication device you have

chosen. In other words, a battery pack that is capable of charging your iPod may not be capable of charging your satellite phone, so do your research on the appropriate level or portable power. For devices that need more power or for charging multiple devices, you will need a power pack that provides more milliamps (mAh). Similar to planning water availability and food rations, staff will need to plan and ration the use of technology based on their ability to keep devices powered. In addition, if traveling in a developing country, you might have to budget for charging fees, as it is possible the host will charge for the electricity packed into your device. There are tons of options for portable battery packs in all price ranges, sizes, and weight. Don't forget to pack all the needed cords, cables, and adapters no matter what charging option you choose!

These considerations apply to solar chargers as well. The power needs of your devices will determine the solar panel you purchase and carry, both of which will depend on the availability of sunlight. Assuming groups are moving during the day, users of solar chargers often devise systems to attach their portable solar panels to the

outside of a pack, on a raft, or other mount, so that devices are charged and ready for use. Usually, the solar panel can charge to a battery pack as well as directly to a device. There is a great benefit to having the option of stored power for the days when the sun does not shine as brightly.

Conclusion

When planning for a group of campers to leave camp property, whether for a day or a week, whether to an urban environment or remote wilderness, a communication plan should be at the top of your list. The intended purpose of communicating from a trip coupled with the nature of the group's destination will inform purchase of the right equipment and service, staff training, and the rest of your communication plan.

Ann McCollum is an attorney with Matthews Fox, PC, in New Mexico, with a practice focusing on education and recreation law, and she has recently completed two terms on the National Standards Commission. Prior to law school, McCollum served summer camp and education programs as a risk management consultant for eight years, was a school and outdoor educator for 18 years, and worked in summer camps.

Relevant ACA Accreditation standards include: OM.11; PD.10; PD.11; PT.9; and PT.10.



Security Check!

ACA Resources

Camp Security Resources — <http://www.ACAcamps.org/resource-library/camp-security>

Resources for Camps about Public Violence — <http://www.ACAcamps.org/resource-library/resources-camps-about-public-violence>

Crisis Response Resources — <http://www.ACAcamps.org/staff-professionals/core-competencies/risk-management/crisis-response>

Discussion Guide for Camps & Other Organizations Preparing For and Dealing with Violence
http://www.ACAcamps.org/sites/default/files/resource_library/hottopics/Discussion-Guide-Violence-2013.pdf

It Can Happen to You: 10 Things You Can Do to Tighten Security at Your Camp – Recorded Webinar
<http://www.ACAcamps.org/staff-professionals/events-professional-development/recorded-webinar/it-can-happen-you-10-things-you-can-do-tighten-security>

Risk Management Core Competency Toolkit
<http://www.ACAcamps.org/staff-professionals/events-professional-development/core-competencies/risk-management>

Risk Management: Privacy and Security Risks (Article) — <http://www.ACAcamps.org/resource-library/articles/risk-management-privacy-security-risks>

Computer Network Security – Evolving Risks (Article)
<http://www.ACAcamps.org/resource-library/articles/computer-network-security-%E2%80%94-evolving-risks>

Federal Security Resources

1. Bomb Threat Webinar PowerPoint Presentation (offered by SCN Network with Department of Homeland Security (DHS))
<https://fedweb-assets.s3.amazonaws.com/fed-91/2/Bomb%20Threat%20Protocols%20and%20Protective%20Measures%20Webinar%20January%202017.pdf>

2. DHS Bomb Threat Guidance Brochure
<https://fedweb-assets.s3.amazonaws.com/fed-91/2/DHS%20Bomb%20Threat%20Guidance%20Brochure-%202016.pdf>

3. DHS Bomb Threat Phone Call Checklist — <https://fedweb-assets.s3.amazonaws.com/fed-91/2/DHS%20Bomb%20Threat%20Checklist-2014.pdf>

4. DHS Suspicious Activity Reporting — <http://youtu.be/pouoVpK9-Kc>

5. DHS Active Shooter Response Booklet — <https://fedweb-assets.s3.amazonaws.com/fed-91/2/Active%20Shooter%20Booklet.pdf>



CALLING ALL RISK CHAMPIONS!

By Gaetana De Angelo

Each year, the Insurance Committee holds a Roundtable with many of the camp industry insurers and brokers in conjunction with the American Camp Association National Conference. The 2017 Roundtable included many familiar faces, and we were glad to welcome several newcomers. The one thing that remained constant is the enthusiasm and support from our camp insurers as risk champions of the camping industry.

As I looked over the notes from a few weeks ago, I couldn't help but ponder how cyclical some of the trends that we talk about are and wondering why some of them keep popping up again and again. Auto claims are a great example. Five to seven years ago, all we heard was how dangerous fifteen passenger vans were and of the alarming number of tragic mishaps related to poor training or inexperienced drivers. Along with the education and direction from our insurers, the insurance committee took to *The Campline* to remind camping professionals to focus on training, how to "load" the van, to put fewer campers in the vans at one time, and the importance of proper tire pressure. The education seemed to work as we saw a decline in auto accidents involving large passenger vans.

This year, we heard that auto claims are up again – not due to rollovers and accidents, but due to damage from drivers backing large vans into trees and other inanimate objects (parked cars specifically).

About the same time the van issues rose to the top and several other times in the past ten years, challenge courses were the focus of upward trends for accident/near-misses. As with the large vans, we partnered with our insurers to push out education to members calling on them to only use first generation trained staff on the courses, use only professionally trained personal to build and inspect courses — and it was quiet for a few years. In 2016, and again this year, we heard about challenge course claims on the rise. The difference in some of these are not as much poor training or construction, yet due to staff exhaustion leading to human error, and the elements serving more as amusement rides (think family camp and moving everything through the zip line or giant swing as fast as you can to serve as many as possible) verses the team-building tools camps started with. Unfortunately, improper and/or lack of training is still a factor.

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When I look at these two examples, I think that in most cases, these are true accidents that occur. Not because we at camp don't care, but because due to economic times we are often very focused on income. This leads me to the following thought — I really want to see camp owners/directors/staff be risk champions at contract management.

Contracts? What do contracts have to do with being risk champions? Without a doubt, one trend that shows up every year during the Roundtable discussion is contract management. Countless claims against camps could have been avoided if good contract management was in place. Like insurance, a good contract is a method of risk transfer that can help camps eliminate unneeded financial loss. Contracts/agreements should be in place for more than just a rental group. A contract should be considered for activities such as building a ropes course, installing a new cabin, having a third-party vendor come on property for programming purposes, etc. Two prior articles related to contracts can be found in prior issues of ACA's *Compline: Risk Management, Tips for Contracts* (www.ACAcamps.org/resource-library/articles/risk-management-tips-contracts) and *Contracting With User/Rental Groups Revisited* (www.ACAcamps.org/resource-library/articles/risk-management-tips-contracts).

Be a risk champion — you don't have to be an attorney, but you should have one who is knowledgeable of the laws in your state you can run contracts by. Asking and allowing your insurance provider to review your contracts **before you sign them** to give you advice regarding your insurance exposure is another action to be considered. Once you sign them, it really doesn't help to send them to your insurer — you are already committed.



Photo courtesy of Camp Skyline, Mentone, AL

Other trends were discussed during the Insurance Roundtable include:

- **Weather-related losses (hail, wind, flooding) continue to be an issue as storms seem to be more intense and occur in what might not be considered the normal time of the year. Some of the losses were collateral damage caused by dead trees or trees too close to buildings that were toppled.**
- **Cyber security and the potential for being hijacked and/or hacked is a growing threat for everyone. Do you have systems in place to address a potential data breach? Do your third-party providers have systems in place? These are conversations to have with your insurance provider and others who provide online registrations, host your website, and your insurance provider.**
- **Drones continue to be of concern. Most insurance policies do not cover drones without an additional endorsement. Ask before you need the coverage — it's too late if you wait until something happens.**
- **Abuse claims that occurred 20–30 years ago are on the rise. Do you know where your insurance policies are from 20 years ago? Check out the 2016 Insurance Roundtable article for recommendation related to document retention:**
www.ACAcamps.org/resource-library/accreditation-standards/do-you-always-feel-somebody-watching-you-2016-insurance-roundtable-report
- **There has been an increase in discrimination claims and employment practices related to staff, campers, and third party claims. Do you have the appropriate coverage? Do you have a clear plan for how you will address the request for transgender children to attend your camp? What about staff? (Reminder: Make sure to check the employment laws in your state.)**
- **Business interruption coverage — what is it and how much do you need? Talk to your agent and make sure they have a clear understanding of your business cycles and practices so that they can advise you on limits of coverage and types of coverage needed. Just because you see the term in your current policy doesn't mean it is going to respond to every situation. Know the factors required for this part of your policy to be enacted.**

Continuation of Other Trends:

- Off-season and alternative use of camps. The desire to increase income has prompted many camps to open their doors to new types of venues. Management should carefully consider the burdens some of these potential opportunities present and weigh them against the added income. While you can reasonably gauge the expectations of your young campers and parents and set parameters for behaviors, working with alternative groups is often quite difficult as the dynamic is very different.

- o Adult-only camps. While the enormous fees they are willing to pay may sound tempting, do your homework and make sure you have a solid contract that clearly states what you do and do not allow at camp, including the use of alcohol and unauthorized use of program equipment. Be sure that you have been added as additional insured to the renter's insurance.
- o Family camping — Parent/child camps, entire families coming to camp. Claims are on the rise in these types of situations, some due to overzealous adults who overestimate their athletic ability and parents who feel they are better judges of what is safe and what is not versus the camp staff.
- o Adventure races that often include mud runs, mud pits, and numerous obstacles are risky business that are generally not worth the dollars. If you are renting your camp out to race or contest organizers, be very sure you have a solid contract that clearly outlays who is responsible for what (emergency procedures, emergency personnel, etc.) and what types of qualifications the organizers staff should hold. Require a Certificate of Insurance adding your camp and staff as additional insured.

- As with society, camps are seeing an increase in behavioral and mental health issues with both staff and campers. It is important to have mental health resources identified and available.

HOW CAN YOU BE A BETTER RISK CHAMPION?

Here are a few ways to get started:

- **Partner** with your insurer to be sure that you have the best and most appropriate coverage for your business
- **Put risk management front and center** when training new and returning staff. Risk management is part of their job, too!
- When adding new activities, **analyze and review** all the implications. Have a conversation with authoritative sources, with others that currently offer those activities. Include your insurance provider in the conversation.
- **Read your contracts** and seek advice from both legal and insurance partners

It is important to consider your insurance provider as a partner and not your adversary. Talk with them before the summer and review your policies to make sure they are the best you can do with what you can spend. They can be a great resource.

Author Gaetana De Angelo is the Director, Risk & Business Operations for the Girl Scouts of Atlanta and has served as the Chair of the ACA Insurance Committee for several years.

TOP WAYS THINGS CAN GO WRONG AT CAMP

31% of camper injuries are splinters and puncture wounds



21% are broken bones

10% are lacerations (cuts)



12% are contusions (bruises) from playing sports

Other culprits at camp:

- insect bites
- collisions at pool or waterfront
- bunk bed falls
- stair falls
- horseplay

*Statistics based on AIL Special Risk Division 2015 Claim data



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Contact Bill Viar at
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Photo courtesy of Camp Skyline, Mentone, AL

THE CAMPLINE

Published three times a year by the American Camp Association.

The digital issue of *The Campline*, available at www.ACAcamps.org/campline allows you to utilize this publication online more readily. Click any of the links throughout *The Campline* to be sent directly to a Web browser where you can research and learn more about specific topics. It's just one more way *The Campline* can help you.

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