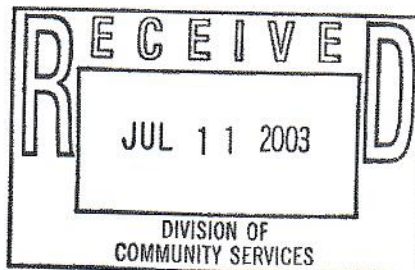


MCKENNON SHELTON & HENN LLP

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Baltimore, Maryland 21202
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PAUL D. SHELTON
paul.shelton@mshllp.com
(410) 843-3512/Direct

July 10, 2003



Ms. Pamela Engel
Acting Chief, Division of Community Services
Department of Health and Mental Hygiene
6 St. Paul Street, Suite 1301
Baltimore, Maryland 21202-1608

RE: Youth Camp Certification Denial for
Camp Farthest Out
5915 Farthest Out Drive
Sykesville, Maryland 21784

Dear Ms. Engel:

Please be advised that I represent Camp Farthest Out. I am aware that the Camp has requested an opportunity for a hearing before your Department to appeal the denial of the annual certification to operate the Camp. Kindly provide notice to me, as attorney for the Camp, of the proceedings during the appeal process.

Sincerely,

Paul D. Shelton

cc: Dr. Lewis H. Richardson Jr.
Reverend Raphael G. Warnock

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July 10, 2003

VIA FACSIMILE AND REGULAR MAIL

Linda A. Holmes,
Assistant County Attorney
Department of the County Attorney
225 North Center Street
Westminster, Maryland 21157-5194

Ms. Cheryl Henson
Office of Administrative Hearings
Administrative Law Building
11101 Gilroy Road, Drawer A
Hunt Valley, Maryland 21031-8201

RE: Late Request for Hearings

Dear Ms. Holmes and Ms. Henson:

I write to you on behalf of my clients, Brian Carter ("Mr. Carter") and Camp Farthest Out, Inc. (the "Camp"). Mr. Carter is a party to several findings of indicated child abuse or neglect brought on behalf of the following individuals while he was a camp counselor for the Camp:

[REDACTED] - [REDACTED] - Notice of Action - 1/28/03,
[REDACTED] - [REDACTED] - Notice of Action - 3/6/03,
[REDACTED] - [REDACTED] - Notice of Action - 3/6/03,
[REDACTED] - [REDACTED] - Notice of Action - 3/6/03, and
[REDACTED] - [REDACTED] - Notice of Action - 3/18/03.

The Notices of Action for these claims were mailed to Mr. Carter's prior residence. The Camp was not given notice of these actions. Furthermore, I have been advised by the Office of Administrative Hearings that any late-filed requests for hearings would be denied without the consent of the Carroll County Department of Social Services. And, Ms. Holmes confirmed this in our conversation. She also stated that such consent if given would not likely be legally sufficient to allow the late-filed requests for hearings.

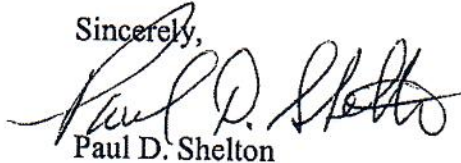
Despite the fact that the Camp did not receive notice of the pending actions of indicated child abuse or neglect, the Camp was cited by the Department of Health and Mental Hygiene for not ensuring that child abuse allegations or incidents were reported pursuant to Family Law Article §5-704 and §5-705, Annotated Code of Maryland, violating COMAR 10.16.06.09. This violation has been cited among the violations found by the Department of Health and Mental Hygiene in its denial to certify the Camp for operation this year.

My clients should be given the opportunity to defend against these accusations and findings of abuse or neglect. The failure on the part of Social Services to give notice to the Camp has resulted in the denial of my clients' due process.

I am forwarding to the Office of Administrative Hearings five (5) Hearing Requests on behalf of Mr. Carter in the five findings of indicated child abuse or neglect which have been brought against him. And, I ask that the Hearing Requests be filed and that the judge assigned to these actions hold a pre-hearing conference pursuant to COMAR 28.02.01.13.

Your prompt attention to this request is appreciated. Should you have any questions concerning this request, please contact me.

Sincerely,



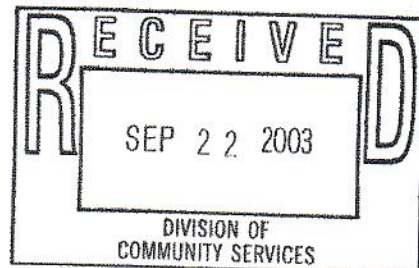
Paul D. Shelton

cc: ✓ Ms. Pamela Engle, Acting Chief, Division of Community Services
Department of Health and Mental Hygiene
Dr. Lewis H. Richardson Jr.
Reverend Raphael G. Warnock

MCKENNON SHELTON & HENN LLP

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(410) 843-3512/Direct



September 17, 2003

Via Telecopy: (410) 229-4301

Office of Administrative Hearings
Clerk's Office – Unit A
Administrative Law Building
11101 Gilroy Avenue
Hunt Valley, Maryland 21031-1301

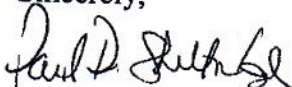
RE: Request for Postponement of Hearing: October 2, 2003
Camp Farthest Out – ID#06011
DHMH-CHSA-37-03-26236

Dear Sir or Madam:

Please be advised that I represent Camp Farthest Out (the "Camp"). By correspondence dated September 10, 2003, I requested that the hearing of October 2, 2003 on the appeal of the denial of the annual certification to operate the Camp be postponed. The Camp would like to participate in a negotiation meeting and has requested that a meeting be scheduled. Ms. Carol Ferguson is coordinating the scheduling on this conference for Tuesday, September 30, 2003 at 1:00 p.m.

My request for postponement of the hearing remains regardless of the outcome of negotiations as I am unable to attend the hearing on the date of October 2, 2003. In order to properly represent my client, I am repeating my request that a postponement be considered. I have received telephone confirmation from John Nugent of the Office of the Attorney General that he has no objection to the postponement under these circumstances. Kindly provide your response to the request for postponement to me, as attorney for the Camp.

Sincerely,


Paul D. Shelton

cc: John Nugent, Office of the Attorney General (via telecopy & first-class mail)
Pamela Engle, R.S., Acting Chief (via telecopy & first-class mail)
Dr. Lewis H. Richardson Jr. (via first-class mail)
Reverend Raphael G. Warnock (via first-class mail)



STATE OF MARYLAND

Maryland Department of Health and Mental Hygiene
6 Saint Paul Street, Suite 1301 • Baltimore, Maryland 21202

Robert L. Ehrlich, Jr., Governor – Michael S. Steele, Lt. Governor – Nelson J. Sabatini, Secretary

Office of Food Protection and Consumer Health Services

Alan L. Taylor, R.S., Director

September 23, 2003

McKennon Shelton & Henn LLP
401 East Pratt Street, Suite 2315
Baltimore MD 21202

Re: Settlement Meeting Date: September 30, 2003 at 1:00 p.m.
Youth Camp Certification Denial for Camp Farthest Out

Dear Mr. Shelton:

Thank you for your letter requesting a meeting with the Department to review Camp Farthest Out's certification denial and to negotiate a settlement of the outstanding issues.

The Office of Administrative Hearings (OAH) scheduled the meeting for September 30, 2003 at 1:00 p.m. at the OAH, Administrative Law Building, 11101 Gilroy Road, Hunt Valley, Maryland 21031-8201. For further information regarding the meeting, please contact that office at (410) 229-4262.

If you have any questions, you may contact John Nugent, Esquire, at (410) 767-5727 or me at (410) 767-8418.

Sincerely,

Pamela Engle, R.S., Acting Chief
Division of Community Services

cc: John Nugent, Esquire
Dr. Lewis H. Richardson Jr.
File

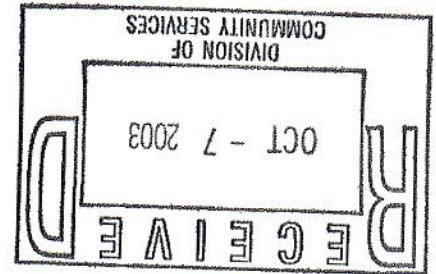
John 8/27/03
10/30 10:00 AM 1:00 PM

MCKENNON SHELTON & HENN LLP

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PAUL D. SHELTON
paul.shelton@mshllp.com
(410) 843-3512/Direct

October 6, 2003



Via Telecopy: (410) 229-4266

Office of Administrative Hearings
Attention: Ms. Christina Mullins
Clerk's Office - Unit A
Administrative Law Building
11101 Gilroy Avenue
Hunt Valley, Maryland 21031-1301

RE: Request for Postponement of Settlement Conference: October 31, 2003
Camp Farthest Out - ID#06011
DHMH-CHSA-37-03-26236

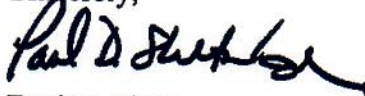
Dear Ms. Mullins:

Please be advised that I represent Camp Farthest Out (the "Camp"). By correspondence dated September 26, 2003, I requested that the settlement conference of September 30, 2003 on the appeal of the denial of the annual certification to operate the Camp be postponed. This request was due to the resulted eviction from our office suite at The World Trade Center in Baltimore due to the flooding of Hurricane Isabel.

The settlement conference was rescheduled for October 31, 2003, however, my client will be out of town on that date. The Camp would like to participate in a settlement conference and does not want to delay this matter any further. We suggest that the conference be rescheduled to the previous day of October 30, 2003. I have confirmed with John Nugent of the Office of the Attorney General and he is also available on October 30, 2003.

Your assistance in rescheduling the settlement conference from October 31, 2003 to October 30, 2003 at a time convenient for the Court would be greatly appreciated by the parties. Kindly provide your response to this request for postponement to me, as attorney for the Camp.

Sincerely,



Paul D. Shelton

cc: John Nugent, Office of the Attorney General (via telecopy & first-class mail)
Pamela Engle, R.S., Acting Chief (via telecopy & first-class mail)
Dr. Lewis H. Richardson Jr. (via first-class mail)
Reverend Raphael G. Warnock (via first-class mail)

CAMP FARTHEST OUT,	*	BEFORE AN
Appellant	*	ADMINISTRATIVE LAW JUDGE
v.	*	OF THE MARYLAND OFFICE OF
DEPARTMENT OF HEALTH	*	ADMINISTRATIVE HEARINGS
AND MENTAL HYGIENE,	*	
Appellee.	*	CASE No. DHMH-CHSA-37-03-26236

* * * * *

SETTLEMENT AGREEMENT

The Parties to this action are Camp Farthest Out, Inc., 5915 Farthest Out Drive, Sykesville, Maryland, 21784, with its mailing address at 1325 Madison Avenue, Baltimore, Maryland 21217 (the "Camp"), and the Division of Community Services of the Maryland State Department of Health and Mental Hygiene ("DHMH" or the "Department"), 6 St. Paul Street, Suite 1201, Baltimore, Maryland 21202 (collectively the "Parties").

WHEREAS, the Camp commenced this action in the Office of Administrative Hearings by appealing an administrative decision of DHMH to deny the Camp's application to renew its youth camp permit pursuant to Md. Health-Gen. ("Health-Gen.") Code Ann. § 14-408 due to violations of youth camp regulations adopted by the Department; and

WHEREAS, the Parties desire to resolve all claims asserted or which could be asserted in this action in order to avoid continuing litigation and to enter into this Settlement Agreement.

NOW THEREFORE, the Parties agree to the following, in consideration for the mutual promises and covenants herein, in regard to the operation at the Camp:

I. Camp Personnel

✓ A. The Camp will immediately remove Brian Carter, D.O.B. 03/10/62, as its director, and will not allow Mr. Carter to be affiliated with the Camp in any manner, including but not limited to: being present at the Camp site, having access to Camp members while under the supervision of Camp personnel during the operation of the Camp, and having direction and/or control over the Camp or any of its activities.

✓ B. The Camp will ensure that Drenard Tucker, D.O.B. 02/18/82, and Corey Ferguson, D.O.B. 08/30/82, have no affiliation with the Camp and have no access to Camp members while under supervision of Camp personnel during the operation of the Camp.

II. Criminal History Records Checks

A. The Camp shall comply with the following requirements for conducting criminal history records checks and hiring camp staff:

1. Before submission to the Criminal Justice Information System ("CJIS"), the Camp director or director's designee shall review the records check application to verify accurate and complete information including obtaining a signed and dated disclosure statement, and copies of the application shall be kept on file at the Camp;

2. The Criminal History Records Check application shall be submitted to CJIS immediately upon the hiring of an individual;

3. An applicant for employment at the Camp must consent to screening through the Child Protective Services database prior to employment at the Camp; and

4. The hiring of camp staff must be approved by the Camp Director and the Camp director must ensure that all employees have been screened in accordance with the conditions set forth herein and Camp policies.

III. Preopening Inspection

Prior to commencing activities of the Camp, the Camp will be available for an annual pre-opening inspection to be conducted by the Department to ensure that the Camp is in compliance with all applicable youth camp regulations. DHMH will conduct an annual pre-opening inspection at the Camp to ensure that the Camp complies with applicable youth camp regulations.

IV. Medical Requirements

A. The Camp shall develop written medical procedures in compliance with COMAR 10.16.06 that include a written discipline procedure requiring the Camp director and health assistant to document a discipline incident in the Camp's discipline or medical log.

B. During the operation of the Camp, the Camp shall have an on-site health assistant who meets the following criteria:

1. is certified to administer medications;

2. has current certification from a national organization in first aid and CPR;

3. has age appropriate certification in CPR; and

4. is approved, in writing, by the Camp's health supervisor to implement the Camp's medical and discipline procedures.

C. The Camp shall have a health supervisor who shall comply with the following requirements:

1. the health supervisor shall inspect the Camp at least ^{two}~~three~~ ^{As} separate times during a Camp season at which time the health supervisor shall review camper records, camper injury and illness reports, and the Camp's medical and discipline log;

2. the health supervisor shall interview the Camp health assistant and Camp director;

3. the health supervisor shall provide a written report to the Camp's Board of Directors at the end of a Camp season; and

4. the health supervisor shall provide training as he or she deems appropriate for the Camp director and health assistant in the Camp's medical and discipline procedures.

V. Child Abuse Reporting

A. The Camp shall develop and submit to the Department detailed protocols for the reporting of child abuse and neglect by Camp staff during the operation of the Camp in accordance with Md. Fam. L. Code Ann. §§ 5-704 and 5-705 that shall include the following:

1. The Camp staff shall be trained by the local Department of Social Services on reporting child abuse and neglect who will assist the Camp in developing protocols for reporting of child abuse and neglect; and

2. The Camp operator shall ensure and document that prior to working at the Camp, Camp staff are trained in the Camp's health program, demonstrate knowledge of the health program, and are provided with an opportunity to discuss the health program with a Camp supervisor.

VI. Swimming and Specialized Activities

A. If the Camp continues to operate an aquatics program by making swimming an available activity to Camp members, it may contract the services of a pool management company to direct the operations of its swimming pool. The pool management company shall be approved by the Department.

B. In addition, the Camp shall develop a written safety plan for its aquatics program that shall include the following:

1. An identification of potential health and safety risks for each specialized activity and trip;

2. An identification of Camp staff member qualifications and responsibilities for each specialized activity and trip;

3. An identification of a camper's swimming ability and other appropriate aquatic skills prior to the camper participating in a swimming activity;

4. Assignment of campers to an area, equipment, facilities, and activities appropriate for the camper's swimming ability;

5. Protocols for allowing guards to account quickly for all campers during each water activity; and

6. Inclusion of operating procedures for activities and trips, which shall include:

a. informing a parent or guardian, camper, staff member, and volunteer before a camper participates in an activity or embarks on a trip, including obtaining written authorization from the parent or guardian;

b. participation eligibility requirements;

c. supervision requirements including camper to staff member ratios;

d. safety rules, standards, and practices; and

e. equipment use, maintenance, and storage.

C. The Camp shall ensure that prior to working at the Camp's specialized activity or participating on a trip, each staff member or volunteer:

1. is trained in the Camp's safety plan;

2. demonstrates knowledge of the safety plan; and

3. is provided with an opportunity to discuss the procedures and ask questions to a Camp supervisor.

D. The Camp shall provide for supervision of campers during a swimming activity that shall include the following:

1. a director or director's designee is present at the activity;

2. a lifeguard certified in accordance with COMAR 10.17.01.40 is present for each twenty-five (25) swimmers or fewer in the water;
3. one designated watcher, who may also be the Camp counselor, who is eighteen (18) years of age or older, is present for each twenty-five (25) swimmers or fewer in the water;
4. One certified pool operator, who may also be the lifeguard or designated watcher, who meets the requirements of COMAR 10.17.01.41 is present at the pool;
5. One camp counselor, who may also be the designated watcher or lifeguard, who is eighteen (18) years of age or older, is present for each ten campers.

VII. Routine Activities

The Camp shall develop a written plan for routine activities that includes appropriate supervision and grouping of campers taking into account the age of the camper. The Camp must submit the plan to the Department for approval. The Department must respond to the plan within ten days of receipt of such plan.

VIII. Camp Director Oversight

A. The Camp director shall be responsible for ensuring that the following takes place:

1. staff training;
2. maintenance of operating records, incident reports, and the staff complaints log;

3. weekly inspections of the Camp including the Camp premises, its health operations, and swimming and other specialized activities;

4. conducting weekly meetings with counselors;

5. maintaining records of staff meetings and issues; and

6. providing weekly reports to the Camp Board regarding Camp inspections, needs, complaints, concerns and actions.

IX. Board Oversight

A. The Camp shall be subject to bi-weekly inspections by a member of the Camp Board who shall report results to the full Board, including inspection of the health suite, the Camp premises, and swimming and other specialized activities. In addition, a board member shall review the weekly director's staff meeting notes.

B. The Board of Governors of the Camp shall submit session progress reports to the Department on the status and activities of the Camp, including the implementation of this Settlement Agreement for the first two years following execution of this agreement. The Department shall provide comments and suggestions on the progress reports and assist the Camp in correcting and improving the Camp for the benefit of the campers.

X. Youth Camp Permit

DHMH will timely issue the Camp a youth camp permit in accordance with the terms and conditions of this Settlement Agreement to operate as a youth camp. DHMH will provide a detailed annual inspection report to the Camp

setting forth compliance with this Agreement and setting forth any corrective action and a reasonable time to make corrections and improvements.

XI. Representation

The Parties agree and represent that the Parties have read this Settlement Agreement, and have had an opportunity to consult with counsel regarding its terms and conditions, and that the Parties are fully aware of its content and legal effect, and acknowledge such agreement as a legally valid and binding obligation.

XII. Liability

This Settlement Agreement operates as a release and discharge only as to Camp Farthest Out's liability in regard to the Department's administrative action, which initiated the action resulting in this Settlement Agreement, namely the Notice of Denial of youth camp permit pursuant to Md. Health-Gen. Code Ann. § 14-408. This Settlement Agreement does not preclude any further action brought by any entity, public or private, including the Department, brought pursuant to another legal authority.

XIII. Good Faith

The Department shall act in good faith to disclose any contemplated actions or investigations to the Camp.

XIV. Miscellaneous

This Settlement Agreement constitutes the entire agreement of the Parties with respect to the subject matter herein and may not be modified, amended, or terminated except as provided herein or by a written agreement of the Parties.

This Settlement Agreement is governed by and shall be construed in accordance with the laws of Maryland.

IN WITNESS WHEREOF the Parties have executed this Agreement and the signatures hereto warrant that the signing individuals are authorized representatives having the authority to bind their respective entities.

MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE

BY: *Pamela Engle, Acting Chief* (signed) *DCS*
PAMELA ENGLE (printed)
Acting

CAMP FARTHEST OUT

BY: *P. A. [Signature]* (signed)

Paul O. Shelton (printed) *12-0-03*
Attorney, Camp Farthest Out