Contents

Access to Information ................................................................. 3
Abuser Notification Policy ........................................................... 4
ADA Compliance Program ............................................................ 5
Americans with Disabilities Act Compliance .................................. 8
Background Check Policy ............................................................. 9
Bloodborne Pathogens Protection .................................................. 11
Bloodborne Pathogens Protection/First Aid Kits ................................ 13
Exposure Control Plan – Bloodborne Pathogens ................................ 14
Daily Pre-Trip Inspections ............................................................ 21
Data Definitions ............................................................................ 22
Disadvantaged Business Enterprise (DBE) Compliance and Complaint Procedure .................................................. 24
Drug and Alcohol Records CFR Part .............................................. 26
Employee Training Requirements .................................................. 27
Farebox Collection and Reconciliation Procedure .......................... 30
Inclement Weather Conditions ...................................................... 32
Internal Compliance Program-Policy .............................................. 33
Inventory ....................................................................................... 34
Job Descriptions ........................................................................... 35
Licenses and Certifications ............................................................ 36
Limited English Proficiency (LEP) Policy ........................................ 37
Lost and Found Policy ................................................................... 39
Major Service Change Policy ......................................................... 40
Mobility (Elderly & Disabled) Program ............................................ 44
Monthly/Quarterly/Annual Statistics and Reporting ......................... 45
MUI Procedure .............................................................................. 46
No Idling Policy ............................................................................ 51
No-Show Policy ............................................................................ 52
On-time Performance ..................................................................... 54
Passenger Complaints .................................................................... 55
Passenger Conduct ........................................................................ 56
Passenger Packages ....................................................................... 58
Passengers with Portable Oxygen Breathing Aids ......................... 59
Performance Standards ................................................................. 60
Person Centered Individual Satisfaction ........................................ 61
Personal Business While On Duty ................................................... 62
Personal Care Attendants ............................................................... 63
Personal Funds of the Individual Policy ......................................... 64
Pest Control Protocol ..................................................................... 65
Pre-Paid Passes and Tokens ........................................................... 66
Privacy and Confidentiality ............................................................. 67
Private Access Policy ..................................................................... 85
Procurement .................................................................................. 86
Procurement Protest Policy ........................................................... 89
Reasonable Modification Request ................................................ 97
Seatbelt Policy ............................................................................... 119
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Animals</td>
<td>120</td>
</tr>
<tr>
<td>Service Area</td>
<td>121</td>
</tr>
<tr>
<td>Service Hours</td>
<td>122</td>
</tr>
<tr>
<td>Staff Training/ Supervision</td>
<td>123</td>
</tr>
<tr>
<td>Notifying the Public of Rights under Title VI</td>
<td>133</td>
</tr>
<tr>
<td>Limited English Proficiency Plan</td>
<td>136</td>
</tr>
<tr>
<td>Vehicle Advertising Restrictions</td>
<td>141</td>
</tr>
<tr>
<td>Vehicle Maintenance Policy</td>
<td>142</td>
</tr>
<tr>
<td>Wheelchair Lift Operations</td>
<td>145</td>
</tr>
<tr>
<td>Wheelchair Securement</td>
<td>148</td>
</tr>
<tr>
<td>Zero Tolerance Drug and Alcohol Testing Policy</td>
<td>149</td>
</tr>
</tbody>
</table>
**Access to Information**

**DIRECTIVE:** To meet the intent of the Americans with Disabilities Act (ADA) by ensuring that all persons have appropriate access to brochures and Riders Guides.

**PROCEDURE:**

- **Brochures** and other printed materials are available in alternative formats upon request. Alternative formats include, but are not limited to, large print and audio.

- A **statement** that the information is available in alternative format will be included on all brochures and printed materials.

- A **TTY/TDD** or the Ohio Relay number (1-800-750-0750) will be included on all printed or Internet materials with phone numbers listed. TTY/TDD or the Ohio Relay number will be included in all radio and TV commercials (public service announcements).

- **Public hearings** will be held in accessible locations.

- **Public hearing notices** will include the statement that any person requiring special accommodations should contact LFPT at 740-681-5086.

**RESPONSIBILITIES:**
The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Abuser Notification Policy

**DIRECTIVE:** It is Lancaster-Fairfield Public Transit policy to include with annual MUI training, Annual written notice to each of its employees and contractors explaining the conduct for which the employee or contractor or the contractor's employees may be placed on the abuser registry and setting forth the requirement for each employee, contractor and employee of contractor who is engaged in a direct services position to report in writing to the agency provider, if he or she is ever formally charged with, convicted of, or pleads guilty to any of the offenses listed or described in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code within fourteen days after the date of such charge, conviction or guilty plea.
ADA Compliance Program

Notifying the Public of Rights ADA

- The City of Lancaster operates its programs and services in accordance with ADA, 49 CFT Parts 27, 338, and 39. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under ADA may file a complaint with the City of Lancaster.

- For more information on the City of Lancaster civil rights program, and the procedures to file a complaint, contact the ADA Coordinator/Transit Director at 740-681-5086, (TTY 800-750-0750); email cwoody@ci.lancaster.oh.us; or at 746 Lawrence Street, Lancaster, Ohio 43130. For more information, visit http://www.ci.lancaster.oh.us/242/Transit

- If information is needed in another language, contact 740-681-5086.

- Notification: The City of Lancaster has posted information onto our website and in all of our public transit vehicles pertaining to the Public Rights under ADA. We have also added ADA information to our public transit brochures as of December 2012.

ADA Complaint Procedure

Any person who believes she or he has been discriminated against on the basis of disability by the City of Lancaster, Public Transit (hereinafter referred to as “the City”) may file an ADA complaint by completing and submitting the agency’s ADA Complaint Form. The City of Lancaster investigates complaints received no more than 30 days after the alleged incident. The City will process complaints that are complete.

Once the complaint is received, the City will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The City has 15 business days to investigate the complaint. If more information is needed to resolve the case, the City may contact the complainant. The complainant has 15 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the City can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not an ADA violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has 15 business days after the date of the letter or the LOF to do so. For transportation-related ADA matters, a person may also file a complaint directly with the Ohio Department of Transportation, at ODOT Office of Equal Opportunity, Attention: ADA Coordinator, 1980 West Broad Street, Columbus, OH 432230.
ADA Complaint Form

Lancaster-Fairfield Public Transit is committed to providing you with safe and reliable transportation services and we want your feedback. Please use this form for suggestions, compliments, and complaints. You may also call us at 740-681-5086, visit our administrative office, or contact us by email or U.S. postal mail at the addresses below. Please make sure to provide us with your contact information in order to receive a response. Carrie Woody, ADA Coordinator/Director; 746 Lawrence Street, Lancaster, OH 43130; cwoody@ci.lancaster.oh.us

<table>
<thead>
<tr>
<th>SECTION I: TYPE OF COMMENT (Choose One)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliment ___  Suggestion ___  Complaint ___  Other:_______________  ADA Related? Y / N</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION II: CONTACT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salutation [Mr./Mrs./Ms., etc.]:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Rider ID (if applicable):</td>
</tr>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City, State, Zip code:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Accessible Format Requirements: Large Print</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION III: COMMENT DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transit Service (Choose One) [as applicable] [Bus/Subway/Paratransit]*</td>
</tr>
<tr>
<td>Date of Occurrence:</td>
</tr>
<tr>
<td>Name/ID of Employee(s) or Others Involved:</td>
</tr>
<tr>
<td>Vehicle ID/Route Name or Number:</td>
</tr>
<tr>
<td>Direction of Travel:</td>
</tr>
<tr>
<td>Location of Incident:</td>
</tr>
<tr>
<td>Mobility Aid Used (if any):</td>
</tr>
<tr>
<td>If above information is unknown, please provide other descriptive information to help identify the employee:</td>
</tr>
<tr>
<td>Description of Incident or Message [Text box on web form for narrative]:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION IV: FOLLOW UP</th>
</tr>
</thead>
<tbody>
<tr>
<td>May we contact you if we need more details or information? Yes</td>
</tr>
<tr>
<td>What is the best way to reach you? (Choose One)*</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>If a phone call is preferred, what is the best day and time to reach you?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION V: DESIRED RESPONSE (Choose One)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>-Email response -Telephone response -Response by U.S. Postal Mail</td>
</tr>
</tbody>
</table>
LIST OF TRANSIT-RELATED ADA INVESTIGATIONS, COMPLAINTS, AND LAWSUITS (GENERAL REQUIREMENT)

<table>
<thead>
<tr>
<th>Period: 1/1/2015-6/27/2016</th>
<th>Date (Month, Day, Year)</th>
<th>Summary (include basis of complaint: race, color, or national origin)</th>
<th>Status</th>
<th>Action(s) Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigations</td>
<td>NONE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lawsuits</td>
<td>NONE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complaints</td>
<td>NONE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Send a copy of the Investigations, Lawsuits and Complaint table (see below) to david.walker@dot.ohio.gov.*
Americans with Disabilities Act Compliance

DIRECTIVE: To ensure all transit services be provided in a way that does not discriminate against persons with disabilities and to fully comply with the intent of the Americans with Disabilities Act of 1990.

DEFINITIONS: The Americans with Disabilities Act (ADA) mandates equal opportunities for persons with disabilities in the areas of employment, transportation, communications and public accommodations. Under this Act, most transportation providers are obliged to purchase lift-equipped vehicles for their fixed route systems and must assure system-wide accessibility of their demand response services to persons with disabilities. Public transit providers also must supplement their fixed route services with complementary para-transit services for those persons unable to use fixed route service because of their disability.

PROCEDURE: Employees of any contracted service provider for Lancaster–Fairfield Public Transit will be expected to observe and adhere to the policies and procedures set forth by their corporate offices, in lieu of the following procedures.

✓ **No person** shall be denied access to participate in transit service, programs, or activities simply because a person has a disability.

✓ **LFPT** will provide programs and services in the most integrated setting possible.

✓ **LFPT** will establish eligibility standards or rules that ensure individuals with disabilities are provided an equal opportunity to enjoy their services, programs, or activities.

✓ **LFPT** will furnish auxiliary aids and services when possible to ensure effective communications, including, but not limited to, alternative format availability for all marketing or informational materials.

✓ **LFPT** may provide special benefits, beyond those required by the regulations, to individuals with disabilities.

✓ **LFPT** will not compel an individual with a disability to accept a special accommodation or benefit if the individual chooses not to accept it.

✓ **LFPT** will not place special charges on individuals with disabilities to cover the costs of measures necessary to ensure nondiscriminatory treatment, such as making modifications required for program accessibility.

✓ **LFPT** will operate so that, when viewed in its entirety, the system is accessible and usable by individuals with disabilities.

RESPONSIBILITIES:
The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Background Check Policy

**DIRECTIVE:** To ensure that LFPT employs qualified individuals and to provide a safe and secure environment for all passengers and employees. It is also important that LFPT takes every action necessary to protect its funds, property, and other assets.

**DEFINITIONS:**

*Background check* means verifying that the selected applicant or employee have no undisclosed history that will negatively impact the LFPT. Background checks will include criminal history check and sex and violent offender registry check.

*Criminal history check* means verifying that the selected applicant or employee has no undisclosed criminal history in any jurisdiction where the applicant or employee currently resides or has resided.

*Sex and violent offender registry check* means verifying that the selected applicant or employee has no undisclosed convictions of certain sex and violent crimes in any jurisdiction where the applicant or employee currently resides or has resided.

**PROCEDURE:**

**Example 1:** All new employees shall have background checks completed as a condition of employment with LFPT. All offers of employment, oral and written, shall include the following statement: "This offer is contingent upon the LFPT’S completion of a background check."

- A criminal history check and sex and violent offender registry check shall be initiated after acceptance of the conditional offer of employment.
- The individual's official name, date of birth, and social security number will be obtained from the person and provided to a third-party which LFPT contracted with for associated services.
- If the background check indicates that there are no convictions, the third party vendor will inform the Transit Director of the results who in turn will inform the applicant that the employment offer is confirmed.
- If the background check indicates that there are convictions, the third party vendor will inform the Transit Director. The Transit Director’s office will provide a copy of the report to the individual. (All related information will be treated as confidential and protected as such.)
- If the background check reveals convictions that the individual disclosed in the application, the Transit Director will review the report with the Transit Advisory Committee, and they will jointly evaluate each conviction, including any additional information that the individual provides, before the offer of employment is confirmed or withdrawn. The existence of a conviction does not automatically disqualify an individual from employment. Relevant considerations may include, but are not limited to; the nature of the conviction, the date of and relationship the conviction has to the duties and responsibilities of the position and the number of convictions. Any decision to accept or reject an individual with a conviction is solely at the discretion of the LFPT Advisory Committee. (All related information will be treated as confidential, and protected as such.)
- If unreported convictions are revealed in the criminal history check, the offer of employment will be withdrawn and, if employed, the individual will be separated from employment, unless the individual can show that the report is in error. The decision to reject or terminate an individual with an unreported conviction is solely at the discretion of the Transit Director and the employment committee of the governing board. (All related information will be treated as confidential and protected as such.)
• In the event that the results of the background check influence a decision to withdraw an employment offer or terminate employment, the Transit Director will inform the Transit Advisory Committee during a closed session of the Committee.

• All results of criminal and sex and violent offender convictions or issues are considered confidential and will be maintained in confidential files.

• Violations of LFPT policies, including providing false or misleading information used for any of the above background checks, may include disciplinary actions up to and including termination from LFPT.

• Decisions regarding the withdrawal of an employment offer as a result of a background check may be appealed to the employment committee of the governing board. An employee who is terminated as a result of a background check may appeal such decision in accordance with LFPT’s personnel grievance procedures.

Example 2: An original criminal record check, issued within the past 10 days, shall be obtained as part of the application process. Persons with felony convictions of any sort are disqualified. Other convictions that disqualify an applicant include crimes of violence, drug usage or sales, physical abuse, fraud, or theft. A pattern of unlawful behavior shall also disqualify an applicant.

• Prior to hiring, each applicant under final consideration for employment with LFPT must obtain a report from the local Fairfield County Sheriff’s Department and the Bureau of Criminal Identification and Investigation (BCII). Each report must be acceptable to the LFPT.

• Any person conditionally hired who fails to pass a BCII criminal background check shall be released from LFPT’s employment.

• Any and all information obtained by LFPT under this policy is confidential and shall not be released or disseminated. Any applicant not hired because of information received from the record check shall be assured that all records pertaining to such information shall be destroyed.

RESPONSIBILITIES: The Transit Director and the governing board shall be responsible for compliance.
Bloodborne Pathogens Protection

**DIRECTIVE:** To ensure that the Occupational Safety and Health Administration (OSHA) Bloodborne pathogens regulations are followed.

**DEFINITIONS:** Bloodborne pathogens are potentially infectious microorganisms that are present in human blood can cause disease in humans. These pathogens can result in the development of the acquired immune deficiency syndrome (AIDS), hepatitis, and other diseases.

**PROCEDURE:** Employees of any contracted service provider for LFPT will be expected to observe and adhere to the policies and procedures set forth by their corporate offices, in lieu of the following procedures.

- **Employees** of LFPT or its service provider may be exposed to Bloodborne pathogens in the performance of their duties. All employees will receive Bloodborne pathogen training annually. Training is mandatory.

- **In the event** of a biohazard spill as a result of a vehicle accident or onboard injury, first aid for injured passengers, along with notification of appropriate medical assistance personnel, should be the first priority. Additionally, a biohazard spill may occur as a result of vomiting or loss of bladder/bowel control. Anytime the driver administers first aid, latex gloves and other personal protective equipment should be used.

- **Following** first aid administration, where necessary, the vehicle must be cleared of the spill. The following steps should be followed:
  1. Contact dispatch or your immediate supervisor and describe the situation.
  2. If you are instructed to wait for assistance, secure the vehicle and wait.
  3. Locate the biohazard kit that is on the vehicle. Avoid stepping in the fluid spill.
  4. Put on the disposal gloves found in the biohazard kit when giving any first aid or cleaning up any potentially dangerous bodily fluid spill, such as blood, vomit, urine or defecation.
  5. Cover the spill area with the disinfectant found in the biohazard kit.
  6. Using the appropriate instrument from the biohazard kit, dispose of any material that may be contaminated by placing it in the biohazard bag found in the biohazard kit. If the clean-up includes broken glass or other sharp objects, take extra precautions.
  7. Use mechanical means rather than using your hands to pick up the objects and dispose of them in the leak proof, puncture proof container provided in the biohazard kit.
  8. Discard carefully all clean up materials including gloves in the biohazard bag.
  9. Double bag the biohazard bag immediately if there is any possibility of it ripping or tearing.
  10. Ensure that all biohazard materials are placed in the appropriate transit system depository.
  11. Thoroughly wash hands with soap, disinfectant and running water as soon as possible.
  12. Complete all required incident documentation.

- For additional details please refer to LFPT Exposure Control Plan – Bloodborne Pathogens which is available in the offices of LFPT and Lancaster Department of Transportation.

- **Employees of LFPT or its service provider** are required to read and become familiar with this plan. In addition, it is recommended that all employees watch and review the training video “Your Ticket to Safety”.

- **As per the Lancaster-Fairfield Public Transit** Bloodborne Pathogens Exposure Control Plan, as an “at-risk” employee of Lancaster-Fairfield Public Transit and for your protection, the Hepatitis B vaccination is available, free of charge. The vaccination is a series of three shots administered over a six-month period. It is your choice to accept or decline the Hepatitis B vaccination. If you choose not to accept the Hepatitis B vaccination, you are required to sign an OSHA waiver.
indicating your refusal. If you initially decline the Hepatitis B vaccination, but at a later date decide to accept, it will be provided to you at no charge.

REMEMBER TO REPORT ANY BLOODBORN PATHOGEN EXPOSURE IMMEDIATELY TO YOUR IMMEDIATE SUPERVISOR!

RESPONSIBILITIES:
The Transit Director shall be responsible for compliance by both employees of, and any service providers for, LFPT.
Bloodborne Pathogens Protection/First Aid Kits

DIRECTIVE: To provide guidance for the proper inspection of onboard safety equipment.

PROCEDURE: Employees of any contracted service provider for LFPT will be expected to observe and adhere to the policies and procedures set forth by their corporate offices, in lieu of the following procedures.

☑ Hazardous Materials Kits (a.k.a. haz-mat kits) are available in each vehicle and are equipped with the necessary supplies for cleaning vomit, blood, and other bodily fluids. Hazardous Materials Kits are located near the front of each bus, in the rear cargo area of each minivan, and in the trunk of each sedan.

☑ The following items are found in each kit:
   1) Disposal vinyl gloves (minimum of two pair).
      ▪ Puncture resistant utility gloves.
      ▪ Paper towels.
   2) Dust pan and brush.
   3) Tongs for picking up large sharps.
   4) Commercial disinfectant spray or foam that is effective on HIV-1 or Tuberculosis.
   5) Two florescent orange or orange-red bags with “BIOHAZARD” printed in a contrasting color.
   6) Two additional plastic bags in which the first bag can be placed if the first orange/orange-red bag is contaminated by bodily fluid.
   7) Solidifying powder or kitty litter or commercial absorbent powder.
   8) Face masks that cover mouth and nose or mouth only if a face shield is used.
   9) Goggles.
  10) Antiseptic hand wipes.
   11) A container for sharps (stored with kit or near kit). The container must be sealable, leak proof, puncture resistant, and cleanable.
  12) Shoe covers.

☑ First Aid kits are also located near the front of each bus, in the rear cargo area of each minivan, and in the trunk of each sedan.

☑ Each driver is to become familiar with the location of each kit and assure the kit is in each vehicle during the pre-trip inspection.

☑ When performing the daily pre-trip vehicle inspection, every employee of LFPT or its service provider is required to ensure that each haz-mat and First Aid kit has all the necessary materials. If any kit needs supplies (e.g. supplies used, damaged, missing, or otherwise unusable) please notify the dispatcher immediately. Gloves must be replaced regularly due to deterioration caused by prolonged storage periods.

REMEMBER TO REPORT ANY BLOODBORN PATHOGEN EXPOSURE IMMEDIATELY TO YOUR IMMEDIATE SUPERVISOR!

RESPONSIBILITIES: The Transit Director will ensure compliance of employees of LFPT and/or its service provider. (Drivers are responsible for ensuring that all kits are present and supplied appropriately during each pre-trip inspection.)
Exposure Control Plan – Bloodborne Pathogens

POLICY: LFPT is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this endeavor, the following Exposure Control Plan (ECP) is provided to eliminate or minimize occupational exposure to Bloodborne Pathogens in accordance with OSHA Standard, Title 29 Code of Federal Regulations 1910.1030. Employees of any contracted service provider for LFPT will be expected to observe and adhere to the policies and procedures set forth by their corporate offices, in lieu of the following procedures. A copy of this policy will be made available to all transit employees at risk of occupational exposure to Bloodborne Pathogens.

The ECP is a key document to assist LFPT in implementing and ensuring compliance with the standard, thereby protecting our employees. This ECP includes:

✓ Employee exposure determination
✓ The procedures for evaluating the circumstances surrounding an exposure incident, and
✓ The schedule and method for implementing the specific sections of the standard, including,
  o Methods of compliance
  o Hepatitis B vaccination and post-exposure follow-up
  o Training and communication of hazards to employees
  o Record keeping

Exposure Determination

✓ In complying with OSHA regulation, employers must identify the potential occupational exposure that each employee faces. Each job classification must be categorized according to the risk exposure. The exposure determination is made without regard to the use of personal protective equipment. (Employees are considered exposed even if they wear personal protective equipment). The regulation contains only the first two of the three categories listed below and they are not labeled in the regulation. The labels have been added for convenience and the third category has been added to provide a check to be sure a classification is not accidentally overlooked or mis-categorized. The categories do not distinguish between daily exposure and occasional exposure. They are based on whether all, some, or none of the employees in that job classification have an exposure, even if the exposure is irregular. At LFPT, the following job classifications are in these categories:

Category A:
This classification includes all employees within their classification who may have occupational exposure to blood or other potentially infectious materials. These classifications would have direct contact with passengers or be involved in the cleaning up of a bio-hazardous spill.
  o Reservationist/Scheduler
  o Dispatcher
  o Regular Drivers
  o Substitute Drivers
  o General Manager

Category B:
This classification includes some employees within their classification who may have occupational exposure to blood or other potentially infectious materials.
  o None

Category C:
This classification includes employees within their classification who may have occupational exposure to blood or other potentially infectious materials.

- Non-transit Personnel

**Implementation Schedule and Methodology**
In the event the contracted service provider General Manager is unavailable, the Dispatcher, or Transit Director should be contacted and assume the responsibilities listed in this policy. OSHA requires that this plan include a schedule and method of implementation for the various requirements of the standard. The following complies with this requirement.

**COMPLIANCE METHODS**
Universal precautions will be observed at this facility to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual.

Engineering and work practice controls will be utilized to eliminate or minimize exposure to Bloodborne pathogens to employees at Lancaster-Fairfield Public Transit. At this facility the following engineering controls will be utilized:

1. Biohazard clean up kits
2. Sharps containers
   The kits are to be monitored by the LFPT drivers and it is their responsibility to notify the Dispatcher, General Manager, or Transit Director when additional supplies are needed or need to be replaced. Hand washing facilities at the transit office are readily available to LFPT employees who incur exposure to blood or other potentially infectious materials as required by OSHA. When hand washing is not immediately feasible, each vehicle is equipped with antiseptic towelettes for immediate clean up. The employee should proceed to the transit office, or when out of town, to the nearest facility where they can wash their hands with soap and running water.

The General Manager or Dispatcher is to inform the Transit Director immediately when an employee has been in an exposure situation. The General Manager will ensure that after the removal of personal protective gloves, employees wash hands and any other potentially contaminated skin area with soap and water immediately, or as soon as feasible. The General Manager will ensure that if an employee incurs exposure to their skin or mucous membranes, the areas shall be washed or flushed with water as soon as possible following contact.

**NEEDLES**
Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared or purposely broken. Although OSHA allows exceptions to this, at this facility, recapping or removal is NOT permitted. All sharps are to be disposed of immediately in a sharps container provided.

**WORK AREA RESTRICTIONS**
When there is an exposure to blood or other potentially infectious materials in the vehicles, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses until the area has been cleaned and the General Manager, Dispatcher, or Transit Director has given a clearance check to return the unit to service.

All clean up procedures will be conducted in a manner which will minimize splashing, spraying, or splattering of droplets of blood or other potentially infectious materials.
PERSONAL PROTECTIVE EQUIPMENT (PPE)

- **PPE Provision:**
  The General Manager is responsible for ensuring that the following provisions are met. All personal protective equipment used for LFPT will be provided without cost to employees. Personal protective equipment will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach the employees skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment will be used. All PPE will be disposed of and replaced at no cost to the employee.

- **PPE Use:**
  The General Manager will ensure that the employee uses appropriate PPE, unless that employee temporarily and briefly declined to use PPE when under rare and extraordinary circumstances; it was the employee’s professional judgment that in the specific instance its use would have posed an increased hazard to the safety of the worker, coworker or client. When the employee makes this judgment, they will investigate and document the circumstances to determine whether they can institute changes to prevent such occurrences in the future.

- **PPE Accessibility:**
  The General Manager will ensure that the appropriate PPE is readily accessible at the work site or is issued without cost to employees. Hypoallergenic gloves will be made available to the employees who are allergic to the disposable gloves normally provided.

- **Gloves:**
  Gloves will be worn when the employee anticipates that they will have hand contact with blood, other potentially infectious materials, and when handling or touching contaminated, or potentially contaminated items or surfaces. Disposable gloves used by LFPT are not to be washed or decontaminated for re-use. They are to be replaced as soon as they become contaminated, are torn, punctured, or when their ability to function as a barrier is compromised.

- **Eye and Face Protection:**
  Safety shields provided in the biohazard kits are required to be worn whenever a splash, spray splatter, or droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can reasonably be anticipated. Situations at this facility that would require such protection are as follows:
  1. Complex vehicle clean up involving vomit or other solid body waste.
  2. Large concentration of blood/blood splatter, such as may occur with a vehicular accident.
  3. Large clean up involvement with urine.

REGULATED WASTE DISPOSAL

- **Contaminated Sharps:**
  Containers for sharps will be easily accessible to personnel and will be located in each vehicle and in the transit office. Always use mechanical means, such as a brush and dust pan or tongs, to pick up contaminated broken glassware; never pick up with hands even if gloves are worn. The contaminated needle or glassware should be placed in a container that will be closable, puncture resistant, leak proof on sides and bottom. (The container is not to be re-used). The container is then placed in a labeled, red-orange infectious waste plastic bag. If leakage is possible, the bag should be placed in another similar bag.

- **Other Regulated Waste:**
Other regulated waste will be disposed of in labeled, color-coded red-orange infectious waste plastic bags. Bags will be closable and constructed to prevent leakage of fluids during handling, storage or transportation. If outside contamination of the regulated waste occurs, a second bag will be used for disposal of the first contaminated bag.

**HEPATITIS B VACCINE, POST-EXPOSURE EVALUATION AND FOLLOW-UP**

- **General:**
  LFPT, through its contracted service provider, will make available the Hepatitis B vaccination series to all employees who have an occupational exposure, and post exposure follow-up to employees who have had an exposure incident.

  The General Manager will see that all medical evaluations and procedures, including the Hepatitis B vaccination series and post exposure follow-up, are:
  a) Made available at no cost to the employee;
  b) Made available to the employee during work hours;
  c) Performed by or under the supervision of a licensed physician, or by or under the supervision of another licensed health care professional; and
  d) Provided according to the recommendations of the U.S. Public Health Service.

  All laboratory tests will be conducted by an accredited laboratory at no cost to the employee.

- **Hepatitis B Vaccination:**
  The General Manager will provide information on Hepatitis B vaccinations addressing its safety, benefits, methods of administration and availability. Immunization records will be kept in a confidential locked file in the General Manager’s office. Full access to employee files will be provided to the Transit Director and the City of Lancaster Administrators. The Hepatitis B vaccination series will be made available after the employee has received the training in occupational exposure and within ten working days of initial assignment. The vaccination series will be available to all employees who have occupational exposure, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is inadvisable for medical reasons.

  Participation in a pre-screening program will not be a prerequisite for receiving Hepatitis B vaccination. All employees are strongly encouraged to receive the Hepatitis B vaccination series. However, if an employee declines the Hepatitis B vaccination, the employee must sign the OSHA required waiver indicating their refusal. This form will be kept in a locked, confidential file in the General Manager’s office.

  Employees who initially decline Hepatitis B vaccination may request and obtain the vaccination later at no cost to the employee if the employee is still employed by the LFPT and be at risk of occupational exposure.

  If a routine booster dose of Hepatitis B vaccine is recommended by the U.S. Public Health Service at a future date, such booster doses will be made available.

- **Post Exposure Evaluation and Follow-up:**
  All exposure incidents will be reported to the General Manager and the Transit Director, investigated, and documented. Should an exposure incident occur, contact the Dispatcher or
General Manager immediately. The employee must document each exposure on an “Exposure Incident Report”. The General Manager will add any additional information as needed.

When an employee has had any possibility of contamination, the exposed employee will immediately receive a confidential medical evaluation and follow-up including the following:

a) Completion of the Exposure Incident Report
b) Identification and documentation of the source individual. This information will be kept confidential.

c) After consent is obtained, the source individual’s blood shall be tested as soon as possible in order to determine HBV and HIV infectivity. If consent is not obtained, the City of Lancaster legal representative shall establish that legally required consent could not be obtained.

d) When the source individual is already known to be infected with HBV or HIV, testing for the source individual’s known HBV or HIV status need not be repeated.

e) Results of the source individual’s testing will be made available to the exposed employee, and the employee will be informed of applicable laws and regulations by the City of Lancaster’s legal representative concerning disclosure of the identity and infectious status of the source individual.

f) After obtaining consent, collect exposed employee’s blood as soon as possible after the exposure incident and test blood for HBV and HIV serological status.

g) If the employee does not give consent for HIV serological testing during the collection blood for baseline testing, the baseline blood sample should be preserved for 90 days. When medically indicated, all employees who incur an exposure incident will be offered post-exposure evaluation and follow-up in accordance with the OSHA standard. Occupational Health will perform all post exposure follow-up.

- **Information Provided to Healthcare Professional:**

  The General Manager will ensure that the healthcare professional evaluating an employee after an exposure incident is provided the following information:

  A copy of 29 CFR 1910.1030

  a) A written description of the exposed employee’s duties as they relate to the exposure incident;

  b) Written documentation of the route of exposure and circumstances under which exposure occurred;

  c) Results of the source individuals blood testing, if available; and

  d) All medical records relevant to the appropriate treatment of the employee including vaccination status, which are the employer’s responsibility

  - **Healthcare Professional’s Written Opinion:**

    The General Manager will provide the employee with a copy of the evaluating healthcare professional’s written opinion within 15 days of the completion of the evaluation. The healthcare professional’s written opinion for Hepatitis B vaccination will be limited to whether the employee requires or has received the Hepatitis B vaccination.
The written opinion for post-exposure evaluation and follow-up will be limited to whether or not the employee has been informed of the results of the medical evaluation and of any medical conditions, which may require further evaluation and treatment.

All other diagnoses must remain confidential and not be included in the written report for Lancaster-Fairfield Public Transit.

 ✓ **LABELS AND SIGNS**

  The General Manager will ensure that bags for disposal of infectious waste are available at the transit office. The bags will be fluorescent orange or red-orange and labeled with the universal biohazard symbol. Regulated wastes must be handled in accordance with the rules and regulations of LFPT.

 ✓ **INFORMATION AND TRAINING**

  The General Manager will ensure that training is provided at the time of initial assignment to tasks where occupation exposure may occur. Training for all employees will be provided to address new exposures created or policy changes. Training will be tailored to the education and language level of the employee, and offered during the normal work shift at no cost to the employee. The person conducting the training should be knowledgeable in the subject matter. The training should cover the following:

  a) An accessible copy of the standard and an explanation of its contents;
  b) A discussion of the epidemiology (epidemic diseases) and symptoms of Bloodborne diseases
  c) An explanation of the modes of transmission of Bloodborne pathogens;
  d) An explanation of LFPT’s exposure plan and how to obtain a copy;
  e) Recognition of tasks that may involve exposure;
  f) An explanation of the use and limitations of methods to reduce exposure, for example, work practices and personal protective equipment (PPE);
  g) Personal protective equipment – types, uses, location, removal, handling, decontamination disposal;
  h) Basis for selection of PPE;
  i) Information on the Hepatitis B vaccination, including effectiveness, safety, method of administration, benefits, and that the vaccination will be offered free of charge;
  j) Emergency procedures involving blood and other potentially infectious materials;
  k) Exposure incident procedures;
  l) Post-exposure evaluation and follow-up
  m) Signs, labels and/or color-coding;
  n) Questions and answer session.

 ✓ **RECORD KEEPING**

  o **Medical Records**

   The General Manager is responsible for maintenance of the required medical records as indicated below. These records are kept in the employee’s files in the General Manager’s office.

   Medical records are maintained in accordance with OSHA Standard 29 CFR 1910.20. These records will be kept confidential, and must be maintained for at least the duration of employment plus 30 years. The records include the following:

   a) Name and Social Security number of the employee;
   b) A copy of the employee’s Hepatitis B vaccination status, including the dates of vaccinations;
c) A copy of all results of examinations, medical testing, and follow-up procedures as required by this policy;
d) The employer’s copy of the healthcare professional’s written opinion as required by this policy;
e) A copy of all information provided to the healthcare professional as required by this standard.

Medical records are not disclosed or reported without the employee’s express written consent to any person within or outside the workplace except as required by 29 CFR 1910.1030 or as may be required by law.

✓ TRAINING RECORDS
Bloodborne pathogen training records will be maintained by the General Manager and kept in the General Manager’s office. Full access to employee files will be provided to the Transit Director and the City of Lancaster Administrators.

Training records will be maintained at least three years from the date of training. The following information will be documented:
   a) The dates of the training session;
   b) The contents or summary of the training session;
   c) The name(s) and qualifications of persons conducting the training;
   d) The names and job titles of all persons attending the training session.

✓ AVAILABILITY
All employee records required in this policy will be made available by request to the employee or the employee’s authorized representative in accordance with 29 CFR 1910.20.

Employee records will be made available to the Assistant Secretary of Labor for the Occupational Safety and Health Administration and the Administrator of the National Institute for Occupational Safety and Health upon request.

✓ TRANSFER OF RECORDS
If LFPT is closed or there is no successor employer to receive and retain the records for the prescribed period, LFPT will notify the Administrator of the National Institute for Occupational Safety and Health (NIOSH) at least three (3) months prior to scheduled record disposal and prepare to transmit them to the Administrator.

✓ EVALUATION AND REVIEW
The General Manager is responsible for annually reviewing this program and its effectiveness, and for updating this program as needed.

✓ DATES
All provisions required by this standard were implemented on April 1, 2007.
Daily Pre-Trip Inspections

DIRECTIVE: To ensure all vehicles in operation are safe and in good condition.

DEFINITIONS: Pre-Trip Inspection is a through vehicle inspection completed before a vehicle is put into revenue service.

PROCEDURE: Employees of any contracted service provider for LFPT will be expected to observe and adhere to the policies and procedures set forth by their corporate offices, in lieu of the following procedures.

✓ All drivers are required to perform a pre-trip inspection of any vehicle to be used in revenue service. The pre-trip inspection must be performed at the beginning of each driver shift prior to departure from LFPT facilities. It is the driver’s responsibility to ensure, through the pre-trip inspection form, that the vehicle is safe for on-road service. The pre-trip inspection is a requirement of the Ohio Department of Transportation and the Federal Transit Administration.

✓ If a driver reports for duty and is assigned a vehicle inspected by a different driver at an earlier point in the day, that driver must still perform the daily pre-trip inspection. Likewise, if a driver is assigned a second (or more) vehicle to complete a daily shift, a pre-trip inspection must be performed on each vehicle driven for revenue service.

✓ Lancaster-Fairfield Public Transit will provide a pre-trip inspection form that each driver is required to complete in its entirety before beginning a daily shift or before beginning use of a newly assigned vehicle. The pre-trip inspection form is to be turned in immediately following the inspection for supervisor review. A second blank form should be carried on the vehicle to record any problems that may occur throughout the shift. In the event a situation should occur, this form is to be completed, dated, (time noted), signed, and turned in to the dispatcher or reservationist.

✓ Questions regarding a concern, defect, or any issue that may impact the performance of the vehicle found during the pre-trip inspection or during the shift shall be reported to the dispatcher immediately. If the concern is determined to impact the safety of the assigned vehicle, a new vehicle shall be assigned (if available). If a replacement vehicle is not available, the schedule for that vehicle will be dispersed among the other drivers and/or cancellation may occur.

✓ The pre-trip inspection will be part of all new driver orientation and training. A refresher course will be conducted on an annual basis to ensure all drivers are familiar with the process and to ensure that all vehicles are given the most thorough inspection possible.

✓ As required by ADA regulations, all lifts must be cycled during the pre-trip inspection. Any problems with the lift must be reported immediately to the Supervisor on duty.

✓ All vehicle defects are to be recorded on the pre-trip inspection form. Any defects that affect the operational safety of the vehicle are to be reported immediately to the supervisor, the dispatcher on duty, or management so arrangements can be made to repair the defect immediately.

✓ Drivers are to never operate a vehicle with questionable safety issues.

RESPONSIBILITIES: The Transit Director shall be responsible for ensuring employees, whether employees of LFPT or its Service Provider, are trained in the procedure.
Data Definitions

DIRECTIVE: To ensure that the most current data collection terms as defined by ODOT are used to track and report data.

Definitions:

**Actual Revenue Miles of Service (ARMS)** – The miles that vehicles travel while in revenue service. Actual revenue miles exclude: deadhead, operator training, maintenance, testing, school bus service, and charter services.

**Total Miles of Service (TMS)** - The total miles that a vehicle travels from when the vehicle leaves the transit facility until the vehicle returns to the facility. This does include deadhead time and actual revenue miles as defined in ARMS. Total miles of service exclude: operator training, maintenance, testing, school bus service, and charter services.

**Actual Revenue Hours Of Service (ARHS)** – The hours that vehicles travel while in revenue service. Actual vehicle revenue hours include layover/recovery time. Actual vehicle revenue hours exclude: deadhead, operator training, maintenance, school bus service, and charter service.

**Total Hours Of Service (THS)** – The total hours a vehicle travels from when the vehicle leaves the transit facility until the vehicle returns to the facility. This does include deadhead time and actual revenue hours as defined in ARHS. Total hours of service exclude: operator training, maintenance testing, school bus service, and charter services.

**Passenger Trips** – The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. Passenger trips include Personal Care Attendants (PCA), transfers, and non-paying passengers. Passenger trips exclude service animals, meals, and packages.

**ADA Eligible** – Physical or mental impairment that substantially limits one or more major life activities, a record of such an impairment, or being regarded as having such an impairment.

**Trip Denials** – In a demand response system, a trip denial occurs when a passenger’s trip request cannot be accommodated within a one hour window before or after the requested trip time due to capacity constraints. Trip times can be negotiated with the passenger as long as the new trip time does not go beyond one hour prior or one hour past the requested time. Even if the trip can be accommodated outside of this “window” it is a trip denial. A record of all trip denials MUST be maintained identifying the trips denied for ADA eligible passengers.

**Trip Refusal** – Trip refusals are trips requested outside the systems service hours or service area and the transit system is unable to provide the service.

**Trip Turndowns** - Any trip requests that are refused by a passenger. Documenting trip turn downs is not an ADA requirement but is an ODOT Rural Transit Program requirement. For example, a passenger requests an 8:00 trip and the system cannot provide the trip at 8:00 but offers an 8:30 pick-up. If the passenger declines the 8:30 trip, the trip is documented as a turnaround.

**Road Calls** – Any situation which requires assistance from the maintenance department is considered a road call and must be reported as such. Assistance is defined as a mechanic or support personnel meeting the vehicle en route or at a layover point, e.g. to switch a vehicle on a route, replace a headlight, check low tire pressure, or repair a malfunctioning passenger ramp/door.

**Farebox Revenue** – Revenue collected from passengers or third party agents at the advertised general public or elderly and disabled fares is reported as Farebox Revenue. Fares may be collected through bulk sale of tickets, tokens, passes, etc. or collected in cash at the time the passenger boards the vehicle.
Contract Revenue – Generated through a written contract to provide service for a third party at the fully allocated cost. Contract revenue may include administrative fees, capital replacement costs, and other costs included in the fully allocated cost.

FOR PUBLIC TRANSIT SYSTEMS (5311)
Deadhead for Fixed Service – The miles and hours that a vehicle travels when out of revenue service

Deadhead for Demand Response: Includes leaving the dispatch point to the first passenger pick-up and last passenger drop-off to the dispatch point. Deadhead does not include: charter service; school bus service; operator training; and maintenance training.

Elderly and Disabled – Elderly is defined, for Rural Transit Program grantees, as individuals aged 65 and older. Disabled is defined as any non-elderly person with a mental or physical impairment limiting some major life function. Only non-contract, elderly and disabled public transit passengers are eligible for assistance under the E&D Program. All systems, including those which do not participate in the E&D Program, must report elderly and disabled passengers under these definitions. Further E&D guidance may be found in the Elderly and Disabled Transit Fare Assistance Program Criteria.

Contract Service – The transportation of a group of people for a specific cost paid by a third party, e.g. Title XX group transportation of Title III-B trips, etc. This service must be open door end, when the service is viewed as a whole, should not constitute more than 50 percent of the total service unless the system can document that the service is adequately marketed to the general public and no general public passengers are denied service. Charges for this service should also reflect a system’s fully allocated rate. **Any Title III-B as State Block Grant Funds that assists with transportation expenses is considered Local Cash, not Contract service revenue.**

Deviated Trips Provided – Trips provided to individuals requesting a deviation from the scheduled route of a Deviated Route. Deviated trips are available to the general public and must provide equivalent service.

Procedures:
- Each driver will be required to document information used to report data correctly and completely on the driver’s manifest.
- The Transit Director will be responsible for developing a method of capturing data using ODOT’s definitions.
- All transit providers used to provide service must report data using the most current ODOT – approved definitions.
- The Transit Director will provide training to all transit providers and drivers on data definitions.

Responsibilities:
Responsibilities shall be defined as above.
Disadvantaged Business Enterprise (DBE) Compliance and Complaint Procedure

**DIRECTIVE:** To provide guidance in allowing any potential DBE bidder or contractor a remedy for correcting a perceived wrong in the procurement process.

It is the policy of The City of Lancaster; LFPT to ensure that DBEs, as defined in CFR Title 49 part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also our policy -

1) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2) To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5) To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6) To assist the development of firms that can compete successfully in the market place outside the DBE Program.
7) The City of Lancaster, LFPT will not use quotas in the administration of our DBE Program.

**PROCEDURE:**

- **Pre-bid** – A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. A pre-bid protest must be filed with the LFPT no later than twenty-four hours before bid opening. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

- **Pre-award** – A pre-award protest is received after receipt of proposals or bids, but before award of a contract. A pre-award protest must be filed within two business days following the bid opening. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

- **Post-award** – A post-award protest is received after award of the contract. A post-award protest must be filed no later than 180 days after the date of the alleged violation following the award of the contract. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest. In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Service Safety Director. Under these circumstances, the complainant will be interviewed, and Service Safety Director will assist the complainant in converting the verbal allegations to writing.

- **All protest must be submitted to:**
  
  Service Safety Director  
  c/o Lancaster-Fairfield Public Transit  
  104 E. Main Street  
  Lancaster, OH 43130

- **The Service Safety Director** will respond to all protest in writing, addressing each substantive issue raised in the protest. Response will be made within seven business days after receiving the protest.

- **Allowance** will be made for reconsideration if data becomes available that was not previously known, or an error of law or regulation has occurred.
Vendors may appeal the final determination to the funding agency. In the case of Public Transit Systems (Section 5311 recipients), the final determination appeal will be forwarded to the Ohio Department of Transportation, Office of Transit.

If the complainant is dissatisfied with the Ohio Department of Transportation’s resolution of the complaint, he/she has the right to file a complaint with the:

- Departmental Office of Civil Rights
- U.S. Department of Transportation
- 400 7th Street, S.W., Room #10215, S-30
- Washington, D.C. 20590
- Telephone: 202-366-4648
- TTY Access: 202-366-9696

RESPONSIBILITIES: The Transit Director shall be responsible for compliance.
Drug and Alcohol Records CFR Part

**DIRECTIVE:** To ensure compliance with 49 CFR Parts 40 and 655, which govern the maintenance and storage of all drug and alcohol testing records for agencies receiving funding through the Federal Transit Administration. Agencies not receiving Federal Transit Administration funds and operate vehicles that require drivers to have commercial driver’s licenses, must follow Federal Motor Carry Safety Administration’s Drug and Alcohol requirements, 49 CFR Part 382.

**PROCEDURE:**
- **All drug and alcohol** testing records must be maintained in a file separate from all other employee files and stored in a secure location (i.e. locked file cabinet). Full access to employee drug and alcohol files will be provided to the Transit Director, as well as the City of Lancaster Administrators.
- **The following drug and alcohol** testing records must be maintained for a minimum of five (5) years from the date of creation:
  1) Covered employee verified positive drug and alcohol test results;
  2) Documentation of refusals to take required drug or alcohol test;
  3) Covered employee referrals to the SAP
  4) Employer reports from SAPs; and
  5) Copies of annual MIS reports submitted to ODOT (FTA)
- **The following drug and alcohol** testing records must be maintained for the indicated time frame:
  1) All drug and alcohol test results obtained from previous employers for new hires or transfers into safety-sensitive positions for a minimum of three (3) years.
  2) All records of the collection process and employee training for a minimum of (2) years.
  3) All negative drug and alcohol test results for a minimum one (1) year.

**Summary of Final Rule, effective October 1, 2010.**
The Department is required by the Omnibus Transportation Employees Testing Act (Omnibus Act) to follow the HHS requirements for the testing procedures/protocols and drugs for which we test.
- **Primary laboratory requirements** in this final rule include:
  - Testing for MDMA (aka. Ecstasy); Lowering cutoff levels for cocaine and amphetamines;
  - Conducting mandatory initial testing for heroin;
- The Department brought several testing definitions in-line with those of HHS.
- Each Medical Review Officer (MRO) will need to be re-qualified including passing an examination given by an MRO training organization - every five years. The Final Rule eliminated the requirement for each MRO to take 12 hours of continuing education every three years.
- An MRO will not need to be trained by an HHS-approved MRO training organization as long as the MRO meets DOT’s qualification and requalification training requirements.
- MRO recordkeeping requirements did not change from the five years for non-negatives and one year for negatives.
- The Final Rule does not allow the use of HHS-Certified Instrumented Initial Testing Facilities (IITFs) to conduct initial drug testing because the Omnibus Act requires laboratories to be able to perform both initial and confirmation testing but IITFs cannot conduct confirmation testing.
- The Final Rule is effective October 1, 2010.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Employee Training Requirements

DIRECTIVE: To establish guidelines for effective documentation of all employees training.

PROCEDURE: Employees of any contracted service provider for LFPT will be expected to observe and adhere to the policies and procedures set forth by their corporate offices in addition to the following procedures.

✓ The General Manager of any contracted service provider will document all training in each employee’s personnel file. Full access to employee files will be provided to the Transit Director as well as the City of Lancaster Administrators.

✓ The General Manager of any contracted service provider will keep a spreadsheet containing the following information:
  1) Employee Name
  2) Course Title
  3) Instructor Name
  4) Instructor Credentials (if available)
  5) Training Materials (if available)
  6) Date of Training
  7) Date of refresher (if required)

✓ Employees will be expected to attend periodic safety training and update meetings as required (minimum 8 meetings per year).

✓ Orientation of New Hires will include:
  1) Policy and Procedures Manual
  2) Personnel Policy Manual
  3) Scheduling
  4) Radio Procedures
  5) Office and Paperwork Requirements
  6) Training Requirements for Drug and Alcohol Program
  7) Vehicle Familiarization of all Vehicles
  8) Basic Operations and Maneuvering
  9) Pre and Post Trip Inspections
  10) Adverse Weather Conditions

✓ Other training will include:
  1) Bloodborne Pathogens – Annually as required by OSHA
  2) ADA Requirements
  3) Other Federal and State Requirements
  4) Customer Service
  5) MUI Training

✓ First Aid and CPR training will be conducted on first aid, CPR, and proper pre-trip inspections. All drivers must be certified in first aid and CPR. A refresher course will be required for updated certification.

✓ Special Driving Conditions
  1) Interstate - Proper procedures for entering and exiting Interstate or other limited access highways will be covered
  2) Intersections – Procedures for safely negotiating intersections of all types will be covered.
  3) Railroad Crossings – Agency vehicles will stop at all railroad crossings, the front door will be opened, and both directions will be carefully checked for on-coming trains. In the case of
multiple tracks, vehicles will not proceed until all tracks can be verified as clear. Special caution will be exercised at unguarded crossings.

4) **Vehicle Evacuation** – New employees will be trained in vehicle evacuation, which will include placement of triangles.

5) **Backing-up Vehicles** – New employees will be trained in backing-up procedures including honking prior to backing, walk-around, and using spotters.

6) **Boarding/Alighting Passengers** – Proper procedures for the safe use of all wheelchair accessible equipment, four-point Securement devices, and boarding/alighting techniques will be covered. Topics include cabin lighting while boarding/alighting passengers, lift deployment, manual lift operations, proper securement techniques, and various mobility aid securement techniques.

7) **Defensive Driving Course (DDC)** – Drivers shall complete the National Safety Council’s Defensive Driving Course (DDC) or other approved course prior to beginning driving duties. If drivers are unable to complete the course prior to beginning duties, the course must be completed within six months following employment. Refresher training will be required every three (3) years. The four-hour Defensive Driving Course II (DDCII) may be used as a refresher course for those drivers who have previously completed the eight hour DDC core course.

8) **Passenger Assistance (DRIVE) Training** – All drivers operating wheelchair lifts, ramps, or otherwise assisting disabled persons shall receive specialized training and supervised practice on safe and proper techniques prior to offering such assistance.

9) **Such drivers** shall also be prepared to deal with mechanical failures or lifts or other emergencies that may arise. An eight (8) hour training program will be completed.

10) **Passenger Assistance Training – Transporting Individuals with Disabilities** – In addition to DRIVE training, trainings will be conducted for specific disabilities, which will include: strokes, mental retardation, passengers with autism, vision impairments, hearing impairments, HIV, kidney dialysis, mental illness, Alzheimer's disease, epilepsy or seizure disorders, and multiple sclerosis or muscular dystrophy.

11) **Passenger Relations** – Training will be conducted on effective interaction and communication with passengers.

12) **On Road** – All trainees shall complete an on the road training program covering all aspects of driving duties. Due to varying levels of expertise and experience, the program will be adapted to meet the needs of the trainee. After initial training, the new driver will be assigned to an experienced supervisor or driver for continued orientation and observation. Only when the driver is deemed to be fully trained will he or she be permitted to operate a vehicle in revenue service.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
# Training Requirements

<table>
<thead>
<tr>
<th>Funding Program</th>
<th>ODA Title III</th>
<th>ODA Passport</th>
<th>ODOT Rural Transit Program (Section 5311)</th>
<th>ODOT Specialized Transportation Program (Section 5310)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement</td>
<td>Driver Requirements:</td>
<td>Driver Requirements:</td>
<td>Driver Requirements:</td>
<td>Driver Requirements:</td>
</tr>
<tr>
<td>First Aid and CPR</td>
<td>Certificate of completion for first aid &amp; CPR training class <em>(173-3-02)</em></td>
<td>Certificate of completion for first aid &amp; CPR training class <em>(173-39-02.13)</em></td>
<td>Certificate of completion for first aid and CPR training class <em>(March 10, 2006 letter)</em></td>
<td>Certificate of completion of first aid and CPR training class <em>(March 10, 2006 letter)</em></td>
</tr>
<tr>
<td>Defensive Driving Course</td>
<td>Completion of defensive driving course <em>(173-3-02)</em></td>
<td>Completion of defensive driving course <em>(173-39-02.13)</em></td>
<td>Defensive driving course is encouraged <em>(March 10, 2006 letter)</em></td>
<td>Defensive driving course is encouraged <em>(March 10, 2006 letter)</em></td>
</tr>
<tr>
<td>DRIVE or Passenger Assistance Course</td>
<td>Completion of DRVIE training course <em>(173-3-02)</em></td>
<td>Completion of DRVIE training course <em>(173-39-02.13)</em></td>
<td>Completion of some type of passenger assistance training within six months of hire <em>(Rural Transit Manual)</em></td>
<td>Completion of some type of passenger assistance training within six months of hire <em>(March 10, 2006 letter)</em></td>
</tr>
<tr>
<td>Bloodborne Pathogens</td>
<td>Not addressed, OSHA requirement</td>
<td>Not addressed, OSHA requirement</td>
<td>Completion of Bloodborne Pathogens Training <em>(Rural Transit Manual)</em></td>
<td>Completion of Bloodborne Pathogens Training <em>(March 10, 2006 letter)</em></td>
</tr>
<tr>
<td>Drug and Alcohol Testing</td>
<td>Completion of a pre-employment drug &amp; alcohol test <em>(173-3-02)</em></td>
<td>Completion of a pre-employment drug &amp; alcohol test <em>(173-39-02.13)</em></td>
<td>Completion of pre-employment alcohol test <em>(March 10, 2006 letter)</em> Compliance with FTA drug and alcohol program as required, including training requirements</td>
<td>Completion of a pre-employment drug &amp; alcohol test <em>(March 10, 2006 letter)</em> Compliance with FMSCA drug and alcohol program as required, including training requirements</td>
</tr>
<tr>
<td>Misc.</td>
<td>Training must be completed &amp; certificates of completion must be received within 6 months of hire <em>(173-3-02)</em></td>
<td>Training must be completed &amp; certificates of completion must be received within 6 months of hire <em>(173-3-02)</em></td>
<td>Training must be completed &amp; certificates of completion must be received within 6 months of hire or sooner as prescribed for some types of training requirements <em>(Rural Transit Manual)</em></td>
<td>Trainings &amp; certificates of completion must be received within 6 months of hire <em>(March 10, 2006 letter)</em></td>
</tr>
</tbody>
</table>
Farebox Collection and Reconciliation Procedure

DIRECTIVE: To establish a process for collection of fares from Passengers and to assure that all fares are secured, counted and reconciled.

Procedures:

- Fare boxes have been installed in each vehicle. At the beginning of each assigned shift, the Dispatcher will issue each Driver a zippered bank bag and a fare box key that is attached to the vehicle key ring. The bag will be placed in an out of sight location during the shift. Drivers are responsible for the safety and security of the keys during their shift.

- All trips are recorded for each Driver on a daily manifest. If there is a request for a same day ride, the Dispatcher will inform the Driver of the ride information and the fare amount that should be collected. The Driver will record the same day ride on their manifest. The Dispatcher will also record the ride on the same day log. The manifest must reflect the total daily fares to be collected and make note of any no shows.

- As fares are collected from Passengers, the Driver will count and verify the fare amount and then place the fares in the fare box. Passengers must have exact fare. Drivers are not permitted to make change. **There is a one-time exception allowed:** if a Passenger was not informed of the cost of the fare, the Driver is permitted to stop at the closest business to allow the Passenger to get change for the exact fare amount. The Driver will provide a brochure to the rider and explain the exact fare policy.

- At the end of each shift the Driver will be responsible for emptying the fare box of all monies and transferring the monies to the zippered bank bag. The Driver will record the amount collected on the manifest.

- The Driver will present the zippered bank bag to the Dispatcher so the fares can be reconciled against their shift manifest. The Dispatcher will recount the fares in the view and presence of the Driver, and initial the manifest. A fare collection form consisting of date, dispatcher name, driver name and collected amount will be filled out and signed by both driver and dispatcher. If there is a discrepancy in the amount due and the amount collected, the reason for the variance must be documented on the Driver’s manifest as well as the Same Day Log. If the fares collected are less than expected, the Driver is expected to offset the difference, (with any exceptions to be made by the General Manager and the Director for money that may have been stolen).

- The Dispatcher will place the fares into a safe. The safe is located on the floor in the Dispatcher’s area and is within the Dispatcher’s sight at all times. (The Dispatcher and General Manager are the only people allowed access to the safe.

- The Driver presents the manifest to the Dispatcher who will place the manifest in a tray on a shelf in the Dispatcher’s office.

- Each morning the General Manager will unlock the safe and remove the zippered bags. The General Manager will open the bags and remove the fares, count the fares and record them on the Farebox reconciliation form. The General Manager will place the fares into a bank deposit bag, complete a bank deposit slip, and present the deposit to the Director. If the deposit bag is not presented to the Director immediately, the General
Manager must secure the bank deposit bag until such time it can be presented to the Director.

- After recording all the fares collected, the General Manager will enter the deposit information onto a Farebox Reconciliation form located on a shared driver hosted by the City of Lancaster. This must be performed daily by approximately 10:00 a.m., unless other arrangements have been made with the Director.

- The Director/Administrative Secretary will count all the fares and confirm reconciliation with the Daily Report and the Farebox reconciliation forms. The Director/Administrative Secretary will scan a copy of the bank deposit slip and attach a copy of the deposit slip to the electronic document.

- The Director/Administrative Secretary will secure the deposit in a safe located in the Director’s office until the Farebox monies are deposited in the bank.

**Responsibilities:**
Responsibilities shall be defined as above.
Inclement Weather Conditions

**DIRECTIVE:** To provide guidelines on safe operations during poor weather conditions.

**PROCEDURE:**

**Tornado Procedures:**
- **If a tornado warning** is sounded or broadcast, employees will immediately report to the designated shelter. If drivers are in vehicles, drivers and passengers should exit the vehicle and seek shelter in a ditch, under a bridge, in the basement of a nearby building or in the safest possible place given the situation.
- **If possible,** continue monitoring local weather reports.
- **Management will determine** when personnel and vehicles can return to a normal operating mode.
- **If vehicles** have sustained any damage from wind or windblown debris, they should be inspected and repaired by maintenance staff before operating again.

**Flood Procedures:**
- **The Transit Director** will determine if/when transit services need to be discontinued, and will inform the service provider’s General Manager when emergency flood preparedness measures are to be taken.
- **Vehicles** that are parked in areas that could flood must be moved to high ground if possible.
- **In case of** flash flood warnings, drivers on the road must avoid known flood areas. Never attempt to cross roads or bridges that are flooded. If a vehicle stalls because of high water, it is generally safer to stay in the vehicle and radio for emergency help rather than try to walk through fast flowing water.

**Snow Emergencies:**
- **Every effort** will be made to provide service during inclement weather.
- **Based on** information provided by the Fairfield County Sheriff, the Director will make the decision whether the system will close.
- **It may be** necessary to limit service within the city limits for emergency needs only.
- **Staff should** tune to television stations Channel 4, Channel 10, or radio station 90.9 FM for up to date announcements of weather related closings.
- **Level Three** snow emergencies will result in immediate closure of the transit system. Operations will cease until the level three emergency is lifted.

**RESPONSIBILITIES:** The Transit Director shall be responsible for determining limited service or service cancellation during inclement weather. All other responsibilities shall be as defined above.
Internal Compliance Program-Policy

DIRECTIVE: It is Lancaster-Fairfield Public Transit policy/program for the Transit Director and/or contracted service provider to annually review rules OAC 5123:2-2-01 and 2-2-02 to ensure compliance with the requirements regarding provider certification, background checks and service delivery and to annually review the OAC rules for the specific waiver services Samaritan delivers, including 5123:2-9-17 and 2-9-18 to ensure adherence to service documentation requirements.

In addition, Lancaster-Fairfield Public Transit Director and/or contracted provider will review personnel files and documentation sheets quarterly to ensure compliance with rule requirements.
Inventory

**DIRECTIVE:** To comply with local, state, and federal regulations requiring an inventory system be established and maintained to ensure the proper management and tracking of the assets of LFPT.

**PROCEDURE:**
- **The inventory system** will track all assets including vehicle, radios, and office and garage equipment used by LFPT to provide transportation services.
- **The Transit Director will** be responsible for establishing and maintaining the inventory system as well as fulfilling all local, state, and federal reporting requirements.
- **The inventory and disposition system** will track information for each non-consumable LFPT asset with a purchase price of $1,000 or greater and a useful life of at least one year.
- **Information** to be tracked for each asset will include:
  1) Location,
  2) Quantity,
  3) Description,
  4) Inventory number,
  5) Purchase price,
  6) Grant number (if applicable),
  7) Date placed in service (for vehicles),
  8) State and federal share of purchase (if applicable),
  9) Date purchased,
  10) Vendor purchased from,
  11) Date removed from service (for vehicles),
  12) Disposal date, and
  13) Funds generated by disposal (if applicable).

The Transit Director or designee will conduct a full and accurate physical inventory to be taken annually of all assets acquired, updated, or disposed of the previous calendar year. The annual physical inventory must be completed by January 31 of each year for the previous year (January 1 through December 31). Additional copies of the annual inventory will be made available to any other state and federal entities who formerly request a copy.

This Section is for Public Transit Systems (section 5311): In addition, LFPT, as a recipient of operating and capital assistance from the Ohio Department of Transportation (ODOT) and the Federal Transit Administration (FTA), will submit, through the Public Transportation Facilities and Equipment Management System (PTMS), an annual inventory of non-consumable assets including vehicles, office, and garage equipment used in the provision of public transportation with a purchase price of $1,000 or greater and a useful life of more than a year including all computers and two-way radios.

**Responsibilities:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Job Descriptions

DIRECTIVE: To provide current information on all positions offered by LFPT.

DEFINITIONS: The following is a list of commonly used job analysis terms:

Job Duty – a single specific task
Knowledge – a body of information applied directly to the performance of a duty.
Skill – a present, observable competence to perform a learned activity.
Ability – a present competence to perform an observable behavior or a behavior that results in an observable product.
Physical Characteristic – the physical attributes employees must have in order to perform job duties; unaided or with the assistance of a reasonable accommodation.
Credentials and Experience – the minimal acceptable level of education, experience, and certifications necessary for employment.
Other Characteristics – duties, knowledge, skills, and abilities that do not have a logical place in the job description.

PROCEDURE: Employees of any contracted service provider for LFPT will be expected to observe and adhere to the policies and procedures set forth by their corporate offices, in lieu of the following procedures.

✓ All employees will be provided a copy of their job descriptions.
✓ Each employee will be required to review the job description and sign and date the file copy.
✓ A signed copy of the job description will be kept in the employee’s personnel file.
✓ Each job description will include the following:
  1) Title of job
  2) Responsibilities/Duties
  3) To whom the position reports
  4) Credentials and Experience
  5) Physical characteristics
  6) Required skills, knowledge and abilities
✓ All job descriptions must be compliant with the Americans with Disabilities Act (ADA)

RESPONSIBILITIES: The Transit Director will ensure that all job descriptions are reviewed and updated on an annual basis.
Licenses and Certifications

DIRECTIVE: To establish the required licenses and certifications for drivers and/or maintenance personnel.

PROCEDURE:

- **All drivers** must have a valid Ohio Driver’s License. Currently, holding a CDL is not a requirement for employment with LFPT, or its service provider. If in the future federal, state, local, LFPT, or its service providers ever require CDL licensing; a Passenger Endorsement will also be required along with the CDL. LFPT and/or its service providers will work with drivers to help in obtaining this type of licensing, when needed.

- **Operators** shall immediately report all traffic citations received for violations incurred while on duty. The employee must complete a Violation Reporting Form and submit it to the Director within twenty-four hours of the violation. Employees will be required to pay any such violations including violations received while operating a LFPT vehicle.

- **All employees** must report any licensing or certifications that have expired or been revoked or suspended to their immediate supervisor. An employee who operates a vehicle after loss or suspension of license or endorsement shall be terminated. Any traffic violations, including those received while in personal vehicles, which may have an impact on license status or insurability of the employee must be reported to the Transit Director immediately.

- **All maintenance personnel** will be Automotive Service Excellence (ASE) certified from the National Institute of Automotive Service Excellence, or equivalent Mechanic Certification. In addition, personnel that perform air conditioner maintenance shall be certified under EPS Section 608 and 609. Maintenance personnel that perform lift maintenance must be certified by the manufacture before completing lift warranty repairs.

- **All maintenance personnel** that drive vehicles requiring Commercial Driver’s License (CDL) must have valid CDL with required endorsements.

- **The maintenance garage** must meet all Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) requirements.

- **A copy** of the maintenance contractor’s license and certification will be required at the time of contract execution or renewal. Maintenance vendors without written contracts may be asked to provide licenses and/or certifications on personnel that are performing maintenance on agency vehicles.

- **A Commercial Driver’s License** with passenger Assistance Endorsement will be required to operate any vehicle with a gross vehicle ratio of 26,000 pounds or over any vehicle designed to accommodate 15 or more passengers (including the driver).

RESPONSIBILITIES: The Transit Director will ensure compliance of employees of LFPT and/or its service provider.

DIRECTIVE: IDENTIFYING LIMITED ENGLISH PROFICIENCY (LEP) POPULATIONS
Data from the U.S. Census Bureau’s 2000 Decennial Census was analyzed as part of the process to determine the number or proportions eligible to be served.

POLICY: It is the policy of LFPT to provide meaningful access to all services to LEP Persons in a reasonable and timely manner. In the event LFPT should encounter and LEP individual in a request for services, LFPT personnel will make every effort to accommodate the individual in order to accomplish

All LFPT personnel shall provide free language assistance services to LEP individuals whom they encounter or whenever an LEP individual requests language assistance services. LFPT personnel will inform members of the public that language assistance services are available free of charge to LEP persons and that LFPT personnel will provide these services to them. All LFPT personnel will abide by the LEP Policy and LFPT LEP Program revised 2012.

DEFINITIONS:
A. Primary Language means an individual’s native tongue or the language in which an individual most effectively communicates. LFPT personnel should avoid making assumptions about an individual’s primary language. For example, not all individuals from Central America speak Spanish fluently. Instead, some Central Americans may claim an indigenous language as their native tongue. LFPT personnel should make every effort to ascertain an individual’s primary language to ensure effective communication.

B. Limited English Proficiency designates individuals whose primary language is not English and who have a limited ability to read, write, speak, or understand English. LEP individuals may be competent in certain types of communication (e.g., speaking or understanding), but still be LEP for other purposes (e.g., reading or writing). Similarly, LEP designations are context-specific: an individual may possess sufficient English language skills to function in one setting, but these skills may be insufficient in other situations.

C. Interpretation is the act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.

D. Translation is the replacement of written text from one language (source language) into an equivalent written text in another language (target language).

E. Bilingual refers to the ability to use two languages proficiently.

COMMUNICATIONS AND COMPLAINTS
Communications and complaints will be forwarded to the Transit Director and when necessary, the City of Lancaster Law Director for investigation.

NOTIFYING THE PUBLIC ABOUT LFPT’S LANGUAGE SERVICES
Signage: All signage shall be posted in the most commonly spoken language. In the case of Limited English Proficiency (LEP), LFPT personnel will do their best to direct and convey the information in the brochure to Limited English Proficiency (LEP) persons.

LEP Policies: LFPT will provide periodic training to personnel about LFPT’s LEP policies, including how to respond via telephone and in-person. LFPT shall conduct such training for new hires, at orientation and to drivers at least every two years. Training shall initially be conducted within 180 days of the effective date of this Directive. Drivers will be given language posters to have in all vehicles.
MONITORING AND UPDATING LIMITED ENGLISH PROFICIENCY (LEP) POLICIES

A. LEP Coordinator: The Project Manager will act as LEP Coordinator who is responsible for coordinating and implementing all aspects of LFPT’s services to LEP individuals.

B. City Review: The Transit Director of the City of Lancaster shall assess demographic data annually, and consult with community-based organizations annually in order to determine if there are additional languages into which vital documents should be translated.

C. Dispatcher Responsibilities: The dispatcher for LFPT will log all calls from LEP persons in order to assess our ability to communicate and determine any unmet needs. The contacts by personnel on a work day basis will be reported to the dispatcher immediately following their shift.

D. Collection of LEP Contact Data: The Transit Director for the City of Lancaster will be responsible for collecting Community LEP contacts from the dispatcher.

E. Tracking and Analysis of LEP Data: The Transit Director or his/her designee shall be responsible for assessing demographic data, reviewing language access services data, and consulting with community-based organizations to ensure that LFPT is providing meaningful access to LEP persons to the services and benefits that LFPT provides.

F. Complaint or Incident Reports: All service or access complaints will be forwarded to the Transit Director.
Lost and Found Policy

**DIRECTIVE:** To assure that found items are handled properly.

**DEFINITION:** Lost and Found – any item found by the driver or another passenger that has been left on/in the vehicle.

**PROCEDURE:**
- **✓** If the item’s owner is known: You should return the lost property to its owner as soon as possible either by sending it with the driver of the owner’s next scheduled ride or by mailing it (whatever the customer prefers). Sometimes the owner may want to come to LFPT to pick it up; in this case, you should label it with the owner’s name and make sure you give the item to the dispatcher. This is a basic courtesy LFPT provides for its customers.

- **✓** *IF WE KNOW WHO AN ITEM BELONGS TO, IT SHOULD NEVER BE PLACED WITH LOST AND FOUND. YOU SHOULD RETURN IT TO ITS OWNER.*

- **✓** If the item’s owner is not known: fill out a “lost-n-found” slip with as much information about the item as you can, such as date found, what bus, etc. You should attach the green slip to the item and place it in the lost and found cabinet located in the dispatcher’s office.

- **✓** These items will be held for 14 days. The General Manager or Transit Director will clear items left longer than this time. The individual finding the item(s) are then able assume the lost item. Items not wanted or of no value will be discarded; the rest will be donated to a local social service agency.

**Responsibilities:**
Responsibilities shall be defined as above.
Major Service Change Policy

**DIRECTIVE:** The Federal Transit administration (FTA) Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Receipts” (Effective October 1, 2012) requires that all FTA recipients who operate 50 or more fixed route vehicles in peak service and serve a population of 200,000 or greater, evaluate any fare change or any major service change, during the planning and programming stages.

When planning fare changes or major service changes, the Lancaster Fairfield Public Transit shall consider if any adverse effect would occur as a result of the fare change or major service change. The Lancaster Fairfield Public Transit shall consider the degree of adverse effects (if any), analyze those effects, and discuss any necessary minimization and/or mitigation that need to be considered as a result of the proposed fare change or major service change.

The Fare Change and Major Service Change Policy defines thresholds for determining whether potential fare and major service changes will have an adverse effect based on possible:

- Disparate impact(s): (as determined by an analysis of race, color, or national origin within the service area).
- Disproportionate burden(s): (as determined by an analysis of low-income populations within the service area).

**DEFINITION:** It is the policy of Lancaster Fairfield Public Transit to solicit and consider public comment from private transportation providers, private citizens, and appropriate boards, committees, and commissions before implementing fare changes and/or major service changes pursuant to the Lancaster Fairfield Public Transit’s public transportation system. To this end, the Mayor and Council have adopted the following citizen participation related public hearing policies and procedures.

**PROCEDURE:**

**a)** Fare Changes: A public hearing must be held if there is any fare change to any of the public transportation modes (e.g. deviated fixed routes or Demand Response). For changes to existing transit fares, the FTA requires all rural transit providers to conduct a Fare Equity Analysis for all proposed fare changes.

Major Service Changes: A public hearing must be held if there is any major service change to any of the public transportation modes (e.g., Deviated Fixed Route or Demand Response).

For all major service changes, the FTA requires all rural public transit providers to develop guidelines and thresholds for what it considers a “major” service change to be. For major service changes, the FTA requires the Lancaster Fairfield Public Transit to conduct a Service Equity Analysis, which includes an analysis of adverse effects relating to possible disparate impacts and disproportionate burden. It is the Lancaster Fairfield Public Transit policy to conduct a Service Equity Analysis for any proposed major service changes.

The following is considered a major service change (unless otherwise noted under “Exemptions”) and will be evaluated in accordance with the regulatory requirements set forth in FTA Circular 4702.1B:

A major service change (thresholds) is defined as any change in service that would add or eliminate more than:
Twenty-five percent (25%) or more of the route revenue miles on any individual route; or Twenty-five percent (25%) or more of the route revenue hours on any individual route; or Twenty-five percent (25%) or more of the ridership on any individual route (based on the most recent route survey or sample).

**Exemptions:**
The major service change thresholds exclude any changes to service that are caused by the following:
- Initiation/Discontinuance of Temporary or Demonstration Services - The initiation or discontinuance of a temporary transit service or demonstration service that will be or has been in effect for less than one year.
- Initiation/Discontinuance of any Promotional Fares.
- Natural or Catastrophic Disasters - Forces of nature such as earthquakes, wildfires, or other natural disasters or human-caused catastrophic disasters that may force the suspension of transit service for public safety or technical events.
- Temporary Route Detours – A short-term change to a route caused by road construction, routine road maintenance, road closures, Emergency road conditions, fiscal crisis, civil demonstrations, or any uncontrollable circumstance.

Public Notice Requirements: Prior to the implementation of any fare change or major service change that falls within the levels established above, notices of public hearing will be published in the newspaper of general circulation in the urbanized area. Two notices will be published at least thirty (30) days prior to the hearing and the second one at least five (5) days prior to the hearing. The notices will contain the description of the contemplated fare change or major service change, as appropriate, and the time and place of the hearing. Public transportation users will be notified through placards or notices on the vehicles, all outlets selling bus passes, and all transit centers. Any interested citizen may address the governing body related to the proposed fare change or major service change.

Applicability to Third-Party Contract Recipients: Any agency, firm, or governmental jurisdiction which operates public transit service within the Tucson urbanized area utilizing FTA funds provided through the Lancaster Fairfield Public Transit shall follow the above process to solicit and consider public comment prior to any fare change or major service change.

**DEFINITIONS:**
- **Adverse Effects** - The Lancaster Fairfield Public Transit shall define and analyze adverse effects related to major changes in transit service. Adverse effects are measured by the change between the existing and proposed service levels that would be deemed significant. Changes in service that have an adverse effect and that may result in a disparate impact include reductions in service (e.g., elimination of route, short lining a route, rerouting an existing route, increase in headways). Elimination of a route will generally have a greater adverse impact than a change in headways. Additions to service may also result in disparate impacts, especially if they come at the expense of reductions in service on other routes.

- **Disparate Impact** – Refers to a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where Lancaster Fairfield Public Transit’s policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.
**Disproportionate Burden**—Refers to a neutral policy or practice that disproportionately affects low-income populations more than non-low-income populations. A finding of disproportionate burden requires the Lancaster Fairfield Public Transit to evaluate alternatives and mitigate burdens where practicable.

**Low-Income Person**—Means a person whose median household income is at or below the U.S. Department of Health and Human Services (HHS) poverty guidelines.

**Minority Population**—Means any readily identifiable group of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient populations (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy, or activity.

**Predominantly Minority Area**—Means a geographic area, such as a neighborhood, Census tract, block or block group, or traffic analysis zone, where the proportion of minority persons residing in that area exceeds the average proportion of minority persons in the recipient’s service area.

**POLICIES:**

a) **Fare Change Policy:** For changes to existing transit fares, the FTA requires all rural public transit providers to conduct a fare equity analysis for all potential transit fare adjustments. It is the Lancaster Fairfield Public Transit’s policy to conduct a Fare Equity Analysis for all proposed fare changes.

b) **Major Service Change Policy:** For all major service changes, the FTA requires rural public transit providers to develop guidelines and thresholds for what it considers a “major” service change to be. For major service changes, the FTA requires the Lancaster Fairfield Public Transit to conduct a Service Equity Analysis, which includes an analysis of adverse effects relating to possible disparate impacts and disproportionate burden. It is the Lancaster Fairfield Public Transit’s policy to conduct a Service Equity Analysis for any proposed major service changes.

c) **Disparate Impact Policy:** The purpose of the Disparate Impact Policy is to establish a threshold which identifies when adverse effects of any fare change or major service change that is borne disproportionately by minority populations.

d) For the purpose of this policy, minority population means any readily identifiable group of minority persons who live in geographic proximity and in residential land use areas within Census tracts where the percentage of minority persons is higher than the Sun Tran service area average. A disparate impact occurs if a proposed fare or major service change requires a minority population to bear adverse effects by twenty percent (20%) or more than the adverse effects borne by the non-minority population.

e) If the Lancaster Fairfield Public Transit finds a potential disparate impact, the transit agency will take steps to avoid, minimize or mitigate impacts then re-analyze the modified service plan to determine whether the impacts were avoided, minimized or mitigated. If the Lancaster Fairfield Public Transit chooses not to alter the proposed changes, the transit agency may implement the fare or service change if there is substantial legitimate justification for the change and the transit agency can show that there are no alternatives that would have less of an impact on the minority population and would still accomplish the agency’s legitimate program goals.
Disproportionate Burden Policy: The purpose of this policy is to establish a threshold which identifies when adverse effects of any fare or major service change are borne disproportionately by low-income populations.
A disproportionate burden occurs if a proposed fare or major service change requires a low income population to bear adverse effects by twenty percent (20%) or more than the adverse effects borne by the non-low income population.
If the Lancaster Fairfield Public Transit finds a potential disproportionate burden, the transit agency will take steps to avoid, minimize or mitigate impacts then reanalyze the modified service plan to determine whether the impacts were avoided, minimized or mitigated. If the Lancaster Fairfield Public Transit chooses not to alter the proposed changes, the agency may implement the service or fare change if there is substantial legitimate justification for the change and the agency can show that there are no practical alternatives that would have less of an impact on the low-income population and would still accomplish the agency's legitimate program goals.
Mobility (Elderly & Disabled) Program

DIRECTIVE: To establish procedures and qualifications for use of the LFPT “Mobility Elderly & Disabled) Program”.

DEFINITIONS: The Mobility Program is a free program for individuals either 65 years of age or older, or those who are permanently disabled. The program entitles these individual to obtain a reduced fare (50%) for rides that have been scheduled in advance (24 hours or more).

PROCEDURE:
✓ Mobility Fares can only be obtained after acceptance through the LFPT administrative offices. Only LFPT Staff (or the designated employees of its contracted service provider) will verify and process applications, then inform applicants of eligibility. Participating agency representatives may collect information for individuals that may qualify and submit it to LFPT for verification and processing.
✓ Qualification Guidelines:
  a. Elderly: Must show an approved photo ID (Ohio Driver’s License, or an Ohio State ID Card), or a birth certificate that verifies the age of the applicant to be 65 years or older.
  b. Disabled: Must show proof of disability by a letter from the Social Security Administration, physician’s letter of permanent disability, or other approved disability retirement documentation.
✓ Completed applications will be kept on file for a period of three years beyond the discontinued use of the Mobility Program.
✓ Annual Review: All Mobility Program applications will be reviewed on an annual basis.

RESPONSIBILITIES: The Transit Director will ensure compliance of employees of Lancaster-Fairfield Public Transit and/or its service provider.
Monthly/Quarterly/Annual Statistics and Reporting

DIRECTIVE: To capture data on a monthly basis to be used for service evaluations.

PROCEDURE:

✓ The General Manager of the contracted service provider will maintain vehicle revenue and service miles, vehicle revenue and service hours, and general public trips, and trip denials, and any other required information on a monthly basis.

✓ The General Manager of the contracted service provider will provide a report to the Transit Director on the first business day of the following month which will include the above information.

✓ All monthly reporting statistics will be used for the following purposes:
  o To determine trends or patterns for planning purposes;
  o To determine if goals and objectives related to service are being met;
  o The monthly statistics will be used to compile reports to ODOT, as required;
  o To calculate performance measures including passengers per hour, cost per trip, cost per mile, and cost per hour;
  o To compare and evaluate the progress of service from previous months.

Annual statistics will be used to compare and evaluate the progress of service from previous years.

The Transit Director will utilize the monthly reporting statistics in preparation of Rural Operating Invoices and an Operating Data Reports for submission to ODOT, FTA, and any other grants.

Annual statistics will be used for planning purposes.

RESPONSIBILITIES: The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
DIRECTIVE: INCIDENTS ADVERSELY AFFECTING HEALTH AND SAFETY (Major Unusual Incidents)

It is the policy of Lancaster-Fairfield Public Transit to follow the written policy of the Fairfield County Board of Developmental Disability in regard to Incidents Adversely affecting health and safety. The Fairfield County Board of Developmental Disability will provide MUI training for the employees of the Lancaster-Fairfield Public Transit and/or contracted service provider on an annual basis. Refer to following pages for the Fairfield County Board of Developmental Disability’s written policy.

PROCEDURE:
This procedure establishes the requirements for managing incidents adversely affecting the health or welfare of individuals and implements a continuous quality improvement process in order to prevent or reduce the risk of harm to individuals as defined in ORC 5123:2-17-02

DEFINITION:
A. General health or welfare
   1. "Administrative investigation" means the gathering and analysis of information related to a major unusual incident so that appropriate action can be taken to address any harm or risk of harm and prevent recurrence. There are three administrative investigation procedures (category A, category B, and category C) that correspond to the three categories of major unusual incidents.
   2. "Agency provider" means a provider, certified or licensed by the department or a provider approved by the Ohio Department of Medicaid to provide services under the transitions developmental disabilities waiver, that employs staff to deliver services to individuals and who may subcontract the delivery of services. "Agency provider" includes a county board while providing specialized services.
   3. "At-risk individual" means an individual whose health or welfare is adversely affected or whose health or welfare may reasonably be considered to be in danger of being adversely affected.
   4. "County board" means a county board of developmental disabilities as established under Chapter 5126 of the Revised Code or a regional council of governments as established under Chapter 167 of the Revised Code when it includes at least one county board.
   5. "Department" means the Ohio department of developmental disabilities.
   6. "Developmental center" means an intermediate care facility under the managing responsibility of the department.
   7. "Developmental disabilities employee" means any of the following:
      a. An employee of the department;
      b. An employee of a county board;
      c. An employee of an agency provider in a position that includes providing specialized services to an individual; or
      d. An independent provider.
   8. "Incident report" means documentation that contains details about a major unusual incident or an unusual incident and shall include, but is not limited to:
      a. Individual's name;
      b. Individual's address;
      c. Date of incident;
      d. Location of incident;
e. Description of incident;
f. Type and location of injuries;
g. Immediate actions taken to ensure health and welfare of individual involved and any at-risk individuals;
h. Name of primary person involved and his or her relationship to the individual;
i. Names of witnesses;
j. Statements completed by persons who witnessed or have personal knowledge of the incident;
k. Notifications with name, title, and time and date of notice;
l. Further medical follow-up; and
m. Name of signature of person completing the incident report.

9. "Incident tracking system" means the department's web-based system for reporting major unusual incidents.

10. "Independent provider" means a self-employed person who provides services for which he or she must be certified under rule 5123:2-2-01 of the Administrative Code or a self-employed person approved by the Ohio department of Medicaid to provide services under the transitions developmental disabilities waiver and does not employ, either directly or through contract, anyone else to provide the services.

11. "Individual" means a person with a developmental disability.

12. "Individual served" means an individual who receives specialized services.

13. "Intermediate care facility" means an intermediate care facility for individuals with intellectual disabilities as defined in rule 5123:2-7-01 of the Administrative Code.

14. "Investigative agent" means an employee of a county board or a person under contract with a county board who is certified by the department to conduct administrative investigations of major unusual incidents.

15. "Major unusual incident" means the alleged, suspected, or actual occurrence of an incident when there is reason to believe the health or welfare of an individual may be adversely affected or an individual may be placed at a likely risk of harm, if such individual is receiving services through the developmental disabilities service delivery system or will be receiving such services as a result of the incident. There are three categories of major unusual incidents that correspond to three administrative investigation procedures delineated in appendix A, appendix B, and appendix C to this rule:

A. i. Accidental or suspicious death. "Accidental or suspicious death" means the death of an individual resulting from an accident or suspicious circumstances.

ii. Exploitation. "Exploitation" means the unlawful or improper act of using an individual or an individual's resources for monetary or personal benefit, profit, or gain.

iii. Failure to report. "Failure to report" means that a person, who is required to report pursuant to section 5123.61 of the Revised Code, has reason to believe that an individual has suffered or faces a substantial risk of suffering any wound, injury, disability, or condition of such a nature as to reasonably indicate abuse, misappropriation, or exploitation that results in a risk to health and welfare or neglect of that individual, and such person does not immediately report such information to a law enforcement agency, a county board, or, in the case of an individual living in a developmental center, either to law enforcement or the department. Pursuant to division (C)(1) of section 5123.61 of the Revised Code, such report shall be made to the department and the county board when the incident involves an act or omission of an employee of a county board.
iv. Misappropriation. "Misappropriation" means depriving, defrauding, or otherwise obtaining the real or personal property of an individual by any means prohibited by the Revised Code, including Chapters 2911. And 2913. of the Revised Code.

v. Neglect. "Neglect" means when there is a duty to do so, failing to provide an individual with any treatment, care, goods, supervision, or services necessary to maintain the health or welfare of the individual.

vi. Peer-to-peer act. "Peer-to-peer act" means one of the following incidents involving two individuals served:

(a) Exploitation which means the unlawful or improper act of using an individual or an individual's resources for monetary or personal benefit, profit, or gain.

(b) Theft which means intentionally depriving another individual of real or personal property valued at twenty dollars or more or property of significant personal value to the individual.

(c) Physical act that occurs when an individual is targeting, or firmly fixed on another individual such that the act is not accidental or random and the act results in an injury that is treated by a physician, physician assistant, or nurse practitioner. Allegations of one individual choking another or any head or neck injuries such as a bloody nose, a bloody lip, a black eye, or other injury to the eye, shall be considered major unusual incidents. Minor injuries such as scratches or reddened areas not involving the head or neck shall be considered unusual incidents and shall require immediate action, a review to uncover possible cause/contributing factors, and prevention measures.

(d) Sexual act which means sexual conduct and/or contact for the purposes of sexual gratification without the consent of the other individual.

(e) Verbal act which means the use of words, gestures, or other communicative means to purposefully threaten, coerce, or intimidate the other individual when there is the opportunity and ability to carry out the threat.

vii. Physical abuse. "Physical abuse" means the use of physical force that can reasonably be expected to result in physical harm or serious physical harm as those terms are defined in section 2901.01 of the Revised Code. Such force may include, but is not limited to, hitting, slapping, pushing, or throwing objects at an individual.

viii. Prohibited sexual relations. "Prohibited sexual relations" means a developmental disabilities employee engaging in consensual sexual conduct or having consensual sexual contact with an individual who is not the employee's spouse, and for whom the developmental disabilities employee was employed or under contract to provide care or supervise the provision of care at the time of the incident.

ix. Rights code violation. "Rights code violation" means any violation of the rights enumerated in section 5123.62 of the Revised Code that creates a likely risk of harm to the health or welfare of an individual.

x. Sexual abuse. "Sexual abuse" means unlawful sexual conduct or sexual contact as those terms are defined in section 2907.01 of the Revised Code and the commission of any act prohibited by Chapter 2907. of the Revised Code (e.g., public indecency, importuning, and voyeurism).

xi. Verbal abuse. "Verbal abuse" means the use of words, gestures, or other communicative means to purposefully threaten, coerce, intimidate, harass, or humiliate an individual.

B. Attempted suicide. "Attempted suicide" means a physical attempt by an individual that results in emergency room treatment, in-patient observation, or hospital admission.
ii. Death other than accidental or suspicious death. "Death other than accidental or suspicious death" means the death of an individual by natural cause without suspicious circumstances.

iii. Medical emergency. "Medical emergency" means an incident where emergency medical intervention is required to save an individual's life (e.g., choking relief techniques such as back blows or cardiopulmonary resuscitation, epinephrine auto injector usage, or intravenous for dehydration).

APPLICATION:

iv. Missing individual. "Missing individual" means an incident that is not considered neglect and an individual's whereabouts, after immediate measures taken, are unknown and the individual is believed to be at or pose an imminent risk of harm to self or others. An incident when an individual's whereabouts are unknown for longer than the period of time specified in the individual service plan that does not result in imminent risk of harm to self or others shall be investigated as an unusual incident.

v. Significant injury. "Significant injury" means an injury of known or unknown cause that is not considered abuse or neglect and that results in concussion, broken bone, dislocation, second or third degree burns or that requires immobilization, casting, or five or more sutures. Significant injuries shall be designated in the incident tracking system as either known or unknown cause.

C.

i. Law enforcement. "Law enforcement" means any incident that results in the individual served being arrested, charged, or incarcerated.

ii. Unapproved behavior support. "Unapproved behavior support" means the use of an aversive strategy or intervention prohibited by paragraph (J) of rule 5123:2-1-02 of the Administrative Code or an aversive strategy implemented without approval by the human rights committee or behavior support committee or without informed consent, that results in a likely risk to the individual's health and welfare. An aversive strategy or intervention prohibited by paragraph (J) of rule 5123:2-1-02 of the Administrative Code that does not pose a likely risk to health and welfare shall be investigated as an unusual incident.

iii. Unscheduled hospitalization. "Unscheduled hospitalization" means any hospital admission that is not scheduled unless the hospital admission is due to a pre-existing condition that is specified in the individual service plan indicating the specific symptoms and criteria that require hospitalization.

16. "Primary person involved" means the person alleged to have committed or to have been responsible for the accidental or suspicious death, exploitation, failure to report, misappropriation, neglect, physical abuse, prohibited sexual relations, rights code violation, sexual abuse, or verbal abuse.

17. "Provider" means an agency provider or independent provider that provides specialized services.

18. "Qualified intellectual disability professional" has the same meaning as in 42 C.F.R. 483.430 (October 1, 2012).

19. "Specialized services" means any program or service designed and operated to serve primarily individuals, including a program or service provided by an entity licensed or certified by the department.

20. "Unusual incident" means an event or occurrence involving an individual that is not consistent with routine operations, policies and procedures, or the individual's care or individual service plan, but is not a major unusual incident. Unusual incident includes, but is not limited to, dental injuries; falls; an injury that is not a significant injury; medication
errors without a likely risk to health and welfare; overnight relocation of an individual due to a fire, natural disaster, or mechanical failure; an incident involving two individuals served that is not a peer-to-peer act major unusual incident; and rights code violations or unapproved behavior supports without a likely risk to health and welfare.

This rule applies to county board employees, board members and providers. Nothing in this rule relieves any person of the responsibility to comply with section 5123.614 of the Revised Code, which requires the reporting of abuse, neglect, and misappropriation.
No Idling Policy

**DIRECTIVE:** To eliminate unnecessary idling of LFPT engines.

**PROCEDURE:** Employees of the City of Lancaster and/or any contracted service provider for LFPT will be expected to observe and adhere to the policies and procedures set forth by LFPT.

It is the policy of LFPT to improve the efficient use of vehicle fuels in an effort to control operating costs and emissions. Department vehicles will not be permitted to idle unnecessarily. Operators of LFPT Vehicles will adhere to the following guidelines:

- Motor vehicles shall not be permitted to stand unattended until the engine has been turned off, with the ignition off and key removed.
- Vehicles shall not be permitted to idle more than 10 minutes while attended.
- Vehicles shall not be left idling while parked for the purpose of keeping the vehicle cool or heated.
- Vehicles shall not be left idling while refueling.
- Motor vehicles or equipment shall not be permitted to idle within 100 feet of a building’s fresh air intake.

Exceptions:

- When an Operator is doing a Pre-Trip (15 minute maximum)
- When a Technician is repairing a vehicle
- Operators on layover may start their buses periodically for climate control, but are not permitted to idle the bus for longer than 5 minutes at a time.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of its employees and/or its service provider. Violations of this policy will result in disciplinary action.

The Transit Director reserves the rights to alter, modify, clarify, revise, substitute and/or add to or delete any or all provisions of this no idle policy at any time.
No-Show Policy

**DIRECTIVE:** To assure that the service is operating in the most efficient manner by correcting the action of habitual abusers of service scheduling.

**DEFINITION:** **No-Show** – passengers unavailable for pick-up of a scheduled trip that has not been timely canceled. Trips for passengers not being picked up due to circumstances related to LFPT service are not considered no-shows.

**PROCEDURE:**

**Demand Response:**
- **Each driver** will wait for passengers for five minutes within their scheduled pick-up window. The driver will notify dispatch to call the passenger upon three minutes of arrival within the scheduled pick-up window. After five minutes, the dispatcher will call passenger to notify bus is waiting. If unable to reach dispatcher will notify driver to pull away. Passengers who do not make themselves available within the five minute window will be considered a “No-Show”.
- **Cancellation** of scheduled trips made 60 minutes or more prior to the time of the trip request will not be considered a “No-Show”. Any trip cancelled less than 60 minutes prior to the scheduled pick-up time is considered a “Late-Cancel” and treated/recorded as “No-Show”.
- **Exceptions** may be made for passengers who are unduly delayed due to medical appointments or procedures. The passenger will be required to contact the LFPT as soon as practical following the missed trip and a new driver will be dispatched as soon as possible.
- **In the event** a ride is determined to be a “No-Show”, the Dispatcher will record the arrival time and departure time. Passengers whose trips result in a no-show will be required to tender the fare, prior to providing the next available trip taken by that passenger.
- **All no-show results** will be recorded and analyzed by the Transit Director as necessary.
- **All no-show trips** will result in an automatic cancellation of a return trip, unless otherwise requested by the passenger.
- **First no-show** will result in a courtesy call to explain the current no-show policy and let rider know the date and time of the first occurrence.
- **Three no-shows** within a 30 day period may result in a warning letter of suspension.
- **Five no-shows** within a 30 day period may result in a 14 day suspension.
- **To avoid a no-show** write down your 30 minute window, watch for your bus, and/or cancel your trip at least 60 minutes prior to your pick-up time.

**Deviated-Fixed Routes (Flex Routes/Loops)**
- **Due to the nature of deviated-fixed routes**, passengers need to be outside and waiting on the bus at least three minutes prior to the posted/scheduled pick-up time. This includes scheduled deviations. If the passenger is not visible at the deviated stop at the scheduled time, the driver must pull away and continue with the route and the passenger will be considered a “No-Show”.
- **Cancellation** of scheduled deviations must be made 15 minutes or more prior to the time of the scheduled deviation. Any trip request not canceled at least 15 minutes in advance will be considered a “Late-Cancel” and treated/recorded as “No-Show”.
- **Exceptions** may be made for passengers who are unduly delayed due to medical appointments or procedures. The passenger will be required to contact the LFPT as soon as practical following the missed trip and a new driver will be dispatched as soon as possible.
In the event a ride is determined to be a “No-Show”, the Dispatcher will record the arrival time and departure time. Passengers whose trips result in a no-show will be required to tender the fare, prior to providing the next available trip taken by that passenger.

All no-show results will be recorded and analyzed by the Transit Director as necessary.

All no-show trips will result in an automatic cancellation of a return trip, unless otherwise requested by the passenger.

First no-show will result in a courtesy call to explain the current no-show policy and let rider know the date and time of the first occurrence.

Three no-shows within a 30 day period may result in a warning letter of suspension.

Five no-shows within a 30 day period may result in a 14 day suspension.

To avoid a no-show write down your scheduled deviations time, be outside waiting at least three minutes prior to that time, watch for your bus, and/or cancel your trip at least 15 minutes prior to your pick-up time.

Responsibilities: Responsibilities shall be defined as above.
On-time Performance

**DIRECTIVE:** To establish steps to be efficient and increase customer service.

**PROCEDURE:**

1) LFPT has a 15 minute *window* on either side of the requested pick-up time for advanced reservations.

2) Drivers are to notify dispatcher when they know they will be arriving late.

3) In the event that LFPT arrives more than 15 minutes outside of the window, the customer will not be expected to pay a fare.

4) When the driver arrives 15 minutes outside of the window, they are to notify the dispatcher immediately that they are 15 minutes outside of the window.

5) After notifying the dispatcher and receiving confirmation, the driver will inform the passenger that there is no fare for the trip as a result of our service.

6) The driver must indicate on the manifest (trip) that there is no fare to be collected because we arrived more than 15 minutes outside of the legal window.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Passenger Complaints

DIRECTIVE: To establish steps to be followed in resolving passenger complaints or disputes.

PROCEDURE:
  1) **Passengers of LFPT** will notify either the (a) LFPT Director or (b) General Manager of the third-party contractor of their complaint. If the Contractor is notified first, he or she will report the complaint to the LFPT Director by the end of the business day in person, by phone or by email. Complaint may be in writing or by phone contact with the Director or Contractor.

  2) **Within 2 business days** of receipt of the complaint the Director or designee will review and investigate the complaint.

  3) **Within three business days** of receipt of the complaint, the complainant may be notified by letter or phone call of the resolution of the complaint. If the complaint is a client of a contracted agency or business, the contracted agency may also be notified of the complaint and resolution within the same fifteen day period.

  4) **Passengers who** are dissatisfied with the resolution have the right to appeal to the Transit Director, and if so desired, to the Service Safety Director City of Lancaster.

  5) **Any complaints that** cannot be resolved at the local level will be forwarded to the Ohio Department of Transportation, office of Transit for disposition.

RESPONSIBILITIES: The Transit Director will ensure compliance of employees of Lancaster-Fairfield Public Transit and/or its service provider.
Passenger Conduct

**DIRECTIVE:** To provide a safe and tolerant environment for LFPT employees and passengers on any vehicle.

**DEFINITION:**

*Offensive Behavior* – Any act which invades the privacy rights of others, such as touching another person in a sexual, rude, insolent, or angry manner, or threatening to touch another person in such a manner. The following are activities and/or behaviors that are prohibited on LFPT vehicles or at the LFPT facilities:

1) **No smoking** or chewing tobacco on any vehicle owned or operated by LFPT.
2) **No eating or drinking allowed on vehicles operated by LFPT.** An exception to the eating policy will be made for medical reasons on a case-by-case basis and verified with dispatcher or operations manager.
3) No physical or sexual contact with drivers or other passengers.
4) No unauthorized carrying of weapons.
5) Using profane, obscene, or indecent language, whether or not directed at a specific person
6) Raising one’s voice above a normal conversational tone. Examples: screaming, yelling, shouting.
7) Leering, glaring, or staring at a person so that the person may feel threatened.
8) Making comments that are deemed hypercritical or belittling to the subject they are directed to.
9) No playing of any audio devices without the use of earphones.
10) No hazardous materials. (see restricted items)
11) No passenger is allowed to solicit for any contributions.
12) Do not open windows while heating or air conditioning units are in operation.
13) Refusing to follow reasonable directions given by LFPT staff, especially those that relate to the safety and security of the passengers and staff.
14) Shirt and shoes must be worn at all times.

**PROCEDURE:**

- The driver shall make one (1) request for the prohibited behavior to stop. If the behavior does not stop the driver shall stop the vehicle in a safe area and contact the office for further assistance.
- The driver must document all incidents using Incident Report Form procedures at the end of his/her shift.
- Law enforcement authorities will be contacted for any criminal behavior.
- If the vehicle is stopped due to disruptive behavior, the following process will be followed:
  1) A written explanation of the observed behavior and copy of the procedure may be forwarded to the passenger advising that any further instances of disruptive behavior may result in action up to and including suspension of riding privileges.
  2) A second observation of disruptive behavior may result in the passengers riding privileges being revoked for thirty (30) days.
  3) Fourth and final infractions may result in permanent suspension of all riding privileges.
  4) **Permanent suspension shall not require prior written action if any physical contact is involved in the incident.**
  5) Based on severity of the incident, the Transit Director reserves the right to permanently suspend an individual from LFPT.
NOTE: If the written communication of the disruptive behavior policy is the result of the actions of an underage passenger, all written communications will be addressed to the parent or legal guardian of the disruptive passenger.

In order to protect the safety and welfare of all LFPT passengers and employees, maintain the condition of the vehicles, and ensure that the maximum number of riders are accommodate, ridership privileges will be permanently suspended for the following actions:

1) Physical harm to a passenger, driver, or other employee.
2) Threatening passengers or staff with bodily harm on a transit vehicle or on the telephone.
3) Intentionally damaging a transit vehicle in any manner (e.g. scratching or breaking windows, cutting/slashing/marking on seats, graffiti on the exterior or interior of vehicle or other transit system property.
4) Carrying an unauthorized. (Ohio’s Concealed Carry Law will be enforced.)

NOTE: According to the Americans with Disabilities Act, it is not discrimination for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct. However, an entity shall not refuse to provide service to an individual with disabilities based solely on the individual’s disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons. (I.e. Tourette’s syndrome)

RESPONSIBILITIES: The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Passenger Packages

DIRECTIVE: Safety, cleanliness, and comfort for all passengers and the driver during a trip are paramount. Passenger carry-on baggage is limited.

DEFINITIONS: Each bag included in the limit is described as a typical grocery bag, whether manufactured of plastic or paper. Larger bags/packages will be measured as “equivalent to” a typical grocery bag. Discretion of the equivalency is left to the driver.

LFPT Package Policy

Deviated Fixed Route
Due to safety, space limitations, and time to board the vehicle, the number of shopping bags is restricted to those that can be easily handled by the customer and carried aboard without delaying the vehicle. Customers are permitted to carry only the number of bags they are able to manage independently without the assistance of the driver. The carry-on items must fit within a certain space either on your lap or directly in front of your area. If a customer brings more than he/she is able to manage independently, it will be the customer’s choice on whether to board with a manageable amount of items, find alternative way to transport the remaining packages, or decline the trip.

Demand Response
Carry-on packages must be comfortably handled by the customer, PCA, and/or companion. Operators are only permitted to assist with packages when a customer is getting on or off LFPT vehicles. All carry-on items must be taken to and from the vehicle in one trip. The driver will assist with two (2) large paper bags or four (4) small plastic bags per trip when asked to assist. No more than two (2) large paper bags or four (4) small plastic bags per trip will be allowed. Drivers are not permitted to cross the threshold and must keep their vehicle in sight at all times.

RESPONSIBILITIES: Transit Director will ensure compliance of employees of Lancaster-Fairfield Public Transit and/or its service provider.
Passengers with Portable Oxygen Breathing Aids

DIRECTIVE: To provide guidance on transporting passengers using portable oxygen breathing aids

PROCEDURE: Employees of any contracted service provider for LFPT will be expected to observe and adhere to the policies and procedures set forth by their corporate offices, in lieu of the following procedures.

✓ LFPT passengers should inform the scheduler/reservationists at the time of reservation that a portable oxygen breathing aid will be transported along with the passenger.

✓ Drivers will be aware of the features and problems associated with portable oxygen aids. All drivers will receive training on the features of portable oxygen tanks during new hire training. Specific procedures will be available as necessary. The following general procedures will apply to most portable oxygen aids:
  - Drivers will secure all oxygen containers during transportation by the most secure means available.
  - Containers attached to mobility aids such as walkers must be separately secured to the vehicle by the most secure means available.
  - Spare tanks must be secured to the vehicle by the most secure means available.

✓ Passengers are to be advised by dispatch of the estimated length of the trip and the time that the passenger is expected to be on the vehicle. This may impact the quantity of oxygen the passenger requires.

✓ Drivers are not permitted to connect hoses, disconnect hoses, or change oxygen tanks.

RESPONSIBILITIES: The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Performance Standards

Percentage of General Public Ridership - Mean 79.26% - State Low to High 25.75%-100%

Rationale: The funds provided by ODOT should be used for the provision of general public transportation services in the identified service area. Any additional contract service operating expenses should be funded by the entity requesting the additional service. Federal 5311 and state funds should not be used subsidize contract services.

Passenger Trips per Hour - Mean 2.88 - State Low to High 1.02-9.99

Rationale: This number indicates the efficiency of the transit system. The ability to group trips to maximum available seats on a given trip will increase this number and reduce the overall cost of the trip.

Cost Per Vehicle Mile - Mean $3.22 - State Low to High $1.02-$5.98

Rationale: This number indicates system effectiveness but can also be affected by increases in funds. Since the overall system expenses impact this number, any improvement in system efficiencies should this number. Grouping trips may also have a minor impact on this number.

Cost Per Passenger Trip - Mean $15.91 - State Low to High $4.44-$37.77

Rationale: This number also indicates how efficient the system is operating and should improve when the number of trips per hour increases.

Subsidy per General Public Passenger Trip - Mean $9.82 - State Low to High $2.59-$32.34

Rationale: The funds provided by ODOT should be used for the provision of general public transportation services in the identified service area. Contract revenue should be at, or as close to, the fully allocated possible. Therefore, the higher the General public Ridership, the lower the cost of the subsidy needed to operate the system.
Person Centered Individual Satisfaction

**Person-Centered Planning & Self-Determination Policy**
It is Lancaster-Fairfield Public Transit policy to provide NMT services in a person-centered manner, which embraces the concept of self-determination and is in line with the requirements and ideas listed in rules 5123:2-2-03, 2-2-05 and 2-9-02.

**Individuals’ Satisfaction with Services Delivered Policy**
It is Lancaster-Fairfield Public Transit policy to periodically assess individuals’ satisfaction with services delivered by continuous ongoing conversation with individuals & guardians regarding services and using the feedback to improve and enhance the services LFPT delivers.
Personal Business While On Duty

**DIRECTIVE:** To ensure the safety and security of Lancaster-Fairfield Public Transit customers and assets.

**PROCEDURE:**

- All personal business is to be conducted on personal time (breaks).

- All breaks must be approved by dispatch. To take a break operators must radio dispatch to request “10-7”. Dispatch will either approve/deny 10-7.

- No personal business shall be conducted while LFPT passengers are on the bus.

- Motor vehicles shall not be permitted to stand unattended until the engine has been turned off, with the ignition off and key removed.

**RESPONSIBILITIES:**
The Transit Director will ensure compliance of employees of Lancaster-Fairfield Public Transit and/or its service provider.
Personal Care Attendants

**DIRECTIVE:** To provide guidance to persons requiring an accompanying personal care attendant during transit provided trips.

**DEFINITION:** Personal Care Attendant (PCA) – Persons eligible under Americans with Disabilities Act (ADA) regulations must be allowed a personal care attendant. A PCA is someone designated or employed specifically to help the eligible individual meet his or her personal needs.

**PROCEDURE:**

✓ **A disabled passenger** may have one (1) personal care attendant (PCA) ride with them at no charge.

✓ **To ensure** sufficient seating capacity, the passenger should inform the Scheduler/Reservationist when making a reservation that a personal care attendant is required and will be accompanying the passenger.

✓ **The PCA** is expected to care for the passenger while en route to the destination.

✓ **The PCA** must furnish any care over and above routine passenger assistance provided by the driver.

✓ **Use of a PCA** is the discretion of the passenger.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Personal Funds of the Individual Policy

**DIRECTIVE:** It is Lancaster-Fairfield Public Transit policy to adhere to the requirements listed in OAC 5123:2-2-07, including the following:

Follow the money management parameters established in an individual’s ISP, unless an exception is reviewed and approved by the individual, payee and ISC.

Maintain receipts for purchases made by the provider for the individual or by the individual (make out a handwritten receipt if no store receipt is available).

Ensure the individual’s funds are properly retained, safeguarded, and accounted for, by reviewing financial records no less than every 30 days. Any alleged acts of misappropriation and exploitation that are discovered, will be reported in accordance to rule 5123:2-17-02.

If any of the individual's financial accounts are managed by Lancaster-Fairfield Public Transit, the accounts will be reconciled at least every 30 days by someone other than the person who provides direct assistance to the individual with managing their accounts.

If any of the individual's financial accounts that are managed by Lancaster-Fairfield Public Transit, an individual's personal funds will be deposited in the individual's account within five calendar days of receipt.

It is prohibited for an individual's funds to be co-mingled with the provider's funds.

It is prohibited to use an individual's funds to supplement or replace the personal funds of another individual or the provider on a temporary or permanent basis except in situations where a practical arrangement (e.g., individuals take turns purchasing household supplies) is agreed upon and documented in writing.

A summary of financial transactions will be made available to the individual, the individual's guardian, team, or the department upon request.

The individual will have access to his or her personal funds upon request, but no later than three calendar days from the date of request.
Pest Control Protocol

DIRECTIVE: Pests, specifically bed bugs, are prevalent in the community; all public places
(restaurants, theaters, retail stores, medical facilities) have the potential for bed bugs to be present.
Bed bugs do not transmit disease, but they are a nuisance.

PROCEDURE: LFPT aggressively treats for all pests including bedbugs. Because of our proactive
attention to this issue, LFPT does NOT have a bed bug infestation on our LFPT buses or in our facilities
and has a pest control contractor that provides treatments and extra treatments as needed. To keep us
pest-free, it’s important for employees to be educated in identifying pests and bed bugs and know
what do if they see a bed bug.

On a bus: If bed bugs are visible on a customer as he or she boards a LFPT bus, the operator should
call Dispatch for a manager. Any denial of service must be noted and must report this to Transit
Director.

If the driver receives bed bug complaints about a customer already on the bus or if the driver sees a
bed bug on the bus, the operator should call Dispatch so that the bus can be treated. In extreme
cases, the general manager may take the customer off the bus. Dispatch will call appropriate person
to request treatment of the bus.

If service has been denied due to the visibility of bed bugs or other pests, the individual will need to
provide documentation from a certified pest control company stating that any bed bug infestation has
been treated both in the home.

At LFPT garages or facilities: If a bed bug is found at a LFPT facility or on a bus in the garage, the
employee who sees the bed bug should immediately tell his or her supervisor who will contact LFPT’s
pest control contractor immediately to arrange treatment.

Employee policies: LFPT’s bed bug policies apply to all LFPT employees. The goal of these policies is
to protect our employees and our customers from bed bugs on our vehicles and in our facilities.

If an employee is suspected of bringing bed bugs into the workplace, the immediate supervisor or
manager will talk with the employee and will develop a personalized plan to assure that the bed bug
problem is addressed immediately.

Depending on the individual case, the employee may be given up to 10 days to provide documentation
from a certified pest control company stating that any bed bug infestation has been treated both in the
employee’s home and personal vehicle. In severe cases, the employee may be sent home until the bed
bug infestation has been treated by a certified exterminator and documentation provided.

If the employee does not provide documentation within the time period required, the employee will be
taken off work until documentation is provided. The employee may use vacation or earned time off
during this unpaid leave. This will be considered an excused absence. LFPT will not pay for employees
to have their homes treated for bed bugs or for any expenses related to bed bugs in the employee’s
home or personal vehicle. Employees may use any licensed pest control company they choose.

RESPONSIBILITIES: The Transit Director will ensure compliance of employees of LFPT and/or its
service provider.
Pre-Paid Passes and Tokens

**DIRECTIVE:** To provide guidance in purchasing/using pre-paid passes and/or pre-paid tokens. Effective May 31st, 2014, LFPT will no longer sell tokens. Tokens will be accepted as a form of payment through December 31, 2014; however, as of January 1, 2015, we will no longer accept pre-paid tokens as a form of payment.

**DEFINITION:** LFPT makes available for public use, pre-paid passes for demand response service and for loop (routes) services. These passes may be purchased at the Administrative office, 746 Lawrence Street or at Fairfield County 211. Must be paid in advance by cash or check ($35 returned check fees will apply).

**PROCEDURE:**

- **Any** individual may choose to purchase a pre-paid pass.
- **To ensure** the proper use of passes, the dispatcher or designated employee will maintain a log of the passes that are purchased and the type of pass purchased in the “Pre-paid pass log”. All passes are numbered and accounted for.
- **The pre-paid pass** must be presented when boarding the vehicle.
- **The operator** will punch the card for the appropriate cost of the fare and make certain the manifest reflects a pass/token versus cash fare.
- **Passes sold** will be included on the Fare Box reconciliation form and noted as such. Passes sold will match those in the log book.
- **Once** a pass has been completely used, it will be necessary to purchase a new card or pay cash fare.
- Drivers will collect all used passes & return them to the dispatcher.
- **There will be** no refunds for unused, lost or stolen passes.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Privacy and Confidentiality

DIRECTIVE: To assure the Lancaster Fairfield Public Transit (LFPT) compliance to all requirements for privacy and confidentiality as set forth in HIPAA and other applicable law. These procedures shall apply whether the LFPT is acting as a covered health provider or a Health Plan under HIPAA.

DEFINITIONS:
A. Applicable Requirements: Applicable requirements means applicable federal and Ohio law and the contracts between LFPT and others persons or entities which conform to federal and Ohio law.
B. Business Associate (BA): A Business Associate is the person or entity that creates, uses, receives or discloses PHI or any other information/records held by a covered entity to perform functions or activities on behalf of the covered entity. The requirements are set forth more fully in 45 CFR 160.103.
C. Covered Entity: Covered entity means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPPA privacy rules.
D. Council of Government (COG): A council of Government is a group of Boards other governmental entities, which have entered into an agreement under ORC Chapter 167 and are operating in accordance with that agreement.
E. Designated Record Set Designated Record set mean:
   1. A group of records maintained by or for a covered entity that is:
      a. The medical records and billing records about individuals maintained by or for a covered health care provider;
      b. The enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a health plan; or
      c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
   2. For purposes of this definition, the term record means any item; collection or grouping of information that includes protected health information and is maintained, collected, used or disseminated by or for a covered entity.
F. Disclosure: Disclosure means the release, transfer, provision of access to or divulging in any other manner of information outside the entity holding the information.
G. HCBS; HCBS means Medicaid-funded home and community-based services waiver program available to individuals with DD granted by ODJFA by CMS as permitted in 1915c of the Social Security Act, with day-to-day administration performed by DODD.
H. Health Care Clearinghouse: A Health Care Clearinghouse is a public or private entity, including a billing service, community health management information system or community health information system that does either of the following functions:
   1. Processes or facilitates the processing of health information received from another entity in a nonstandard format or containing nonstandard data content into standard data elements or a standard transaction.
   2. Receives a standard transaction from another entity and processes or facilitates the processing of health information into nonstandard format or nonstandard data content for the receiving entity.
I. Health Oversight Agency: Health oversight agency means an agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe or a person or entity acting under a grant of authority from a contract with such public agency, including the employees or agents of such public agency or its contractors or persons or
entities to whom it has granted authority that is authorized by law to oversee the health care system (whether public or private) or government programs in which health information is necessary to determine eligibility or compliance or to enforce civil rights laws for which health information is relevant.

J. Health Plan: Health plan means an individual or group plan that provides or pays the cost of medical care. Health plan includes the following, singly or in combination:
1. The Medicaid program under title XIX of the Act, 42 U.S.C. 1396, ET seq.
2. Any other individual or group plan or combination of individual or group plans that provides or pays for the cost of medical care.


L. ICF/MR: An ICF/MR is an intermediate care facility for persons with mental retardation certified to provide services to individuals with or a related condition in accordance with 42 CFR part 483, subpart I, and administered in accordance with OAC Chapter 5101:3-3.

M. ISP: ISP means the Individual Service Plan which is a document developed by the ISP team, containing written descriptions of the services and activities to be provided by an individual which shall conform to the applicable requirements, including, but not limited to OAC 5123:1-2-02, 5123:2-3-17 and 5123:2-12-03. References to the ISP shall include Individual Plans developed in accordance with OAC 5123:2-15-18.

N. MOU: MOU means a Memorandum of Understanding between governmental entities that incorporates elements of a business associate contract in accordance with HIPAA rules.

O. Personal Representative: Personal Representative means a person who has authority under applicable law to make decisions related to health care on behalf of an adult or an emancipated minor, or the parent, guardian or other person acting in loco parentis who is authorized under law to make health care decisions on behalf of an un-emancipated minor, except where the minor is authorized by law to consent on his/her own or via court approval to a health care service, or where the parent, guardian or person acting in loco parentis has assented to an agreement of confidentiality between LFPT and the minor.

P. PHI or any other Information/Records: PHI (Protective Health Information) or any other information/records means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual.

Q. Provider: Provider means a person or entity that is licensed or certified to provide services, including but not limited to health care services to persons with in accordance with applicable requirements. A Covered Provider is a Health Care Provider who transmits any health information in electronic form.

R. Public Health Authority: Public health authority means an agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is responsible for public health matters as part of its official mandate.

S. TCM: Targeted Case Management means an Ohio State Plan Medicaid service that provides case management, including service coordination, services to eligible individuals with DD in accordance with OAC Chapter 5123.

T. TPO: TPO means treatment, payment or health care operations under HIPAA rules.

U. Use: Use means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
V. Workforce Member: Workforce Member means employees, volunteers, trainees and other persons who conduct, in the performance of work for LFPT, is under the direct control of LFPT whether or not they are paid by LFPT.

PROCEDURE:
A. General: In compliance with 45 CFR Part 164 and Ohio law, all uses and disclosures of PHI or any other information/records beyond those permitted or required by law require a signed authorization according to the provisions of policies and procedures. An authorization which conforms to this rule may be used for use or disclosure of PHI or any other information/records in any situation where an authorization is required.

Each authorization must be in written format received from the individual, guardian or from a personal representative of an individual prior to releasing information not otherwise authorized.

Individual records shall be accessible to department personal authorized by the director of the DODD, the parent of a minor, the guardian or the parent of a minor, the guardian or the individual.

An authorization is required for each individual or entity that is to receive PHI or any other information/records except as provided by federal and Ohio law. Exceptions for requirement for an authorization include the following, as further specified in federal and Ohio law:
1. Those required by law;
2. For public health activities;
3. About victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. For judicial and administrative proceedings;
6. For law enforcement purposes;
7. Those about descendants;
8. For cadaver organ, eye or tissue donation purposes;
9. For research purposes;
10. To avert a serious threat to health or safety;
11. For specialized government functions; and
12. For Workers' Compensation.

B. Elements for Authorization: Content Requirements: Each authorization for the use or disclosure of an individual’s PHI or any other information/records shall be written in plain language and include at least the following information:
1. A specific and meaningful description of the information to be used or disclosed;
2. The name or identification of the person or class of person(s) authorized to make the use or disclosure;
3. The name or identification of the person or class of person(s) to whom the requested use or disclosure may be made;
4. Purpose of the disclosure or a statement that disclosure is at the request of the individual;
5. An expiration date or expiration event that relates to the individual or the purpose of the use or disclosure; The statement "end of the research study," "none," or similar language is sufficient if the authorization is for a use of disclosure of protected health information for research, including for the creation and maintenance of a research database or research repository.
6. A statement of the individual's right to revoke the authorization in writing, and exceptions to the right to revoke, together with a description of how the individual may revoke the authorization or make reference to conditions for revocation in the notice.
7. A statement regarding permissible conditioning of treatment, payment, enrollment or eligibility for benefits on the authorization as described in Section C of this procedure.

8. A statement that the potential for information disclosed to be subject to re-disclosure by the recipient if the recipient is not subject to federal or state confidentiality restrictions. The information may no longer be protected by this subpart.

9. If the authorization is for marketing purposes and LFPT seeking the authorization will receive either direct or indirect compensation, the authorization must state that LFPT will receive remuneration.

10. The dated signature of the individual, and;

11. If the authorization is signed by a personal representative of the individual, a description of the representative's authority to act on behalf of the individual.

C. Conditioning services on authorization:
   1. enrollment for retirees, or eligibility for benefits on the provision of an authorization, except:
      a. LFPT acting as a covered health care provider may condition the provision of research-related treatment on provision of a valid authorization.
      b. LFPT may condition enrollment for Board services or eligibility for Board services on provision of an authorization requested by LFPT prior to an individual's enrollment in LFPT, if:
         i. The authorization sought is for determining eligibility for Board services or enrollment determinations relating to the individual; and
         ii. The authorization is not for a use or disclosure of Psychotherapy notes.

2. An Board may condition the provision of health care that is solely for the purpose of creating protected health information for disclosure to a third party on provision of an authorization for the disclosure of the protected health information of such third party.

D. Combining Authorizations
   1. An authorization that has been improperly combined with another authorization or document is invalid.

   2. An authorization can permit disclosure for more than one purpose except that:
      a. An authorization for use or disclosure of psychotherapy notes may only be combined with another authorization for use or disclosure of psychotherapy notes, and
      b. An authorization for use or disclosure of PHI or any other information/records for research may only be combined with another authorization for use or disclosure of PHI or any other information/records for research.

   3. An authorization that is required, as a condition for treatment, payment, enrollment or eligibility for benefits cannot be combined with another authorization.

   4. An authorization cannot be combined with another document such as a notice or consent for treatment.

E. Right to Revoke
   1. An individual may revoke an authorization at any time, provided that the revocation is in writing except to the extent that:
      a. LFPT has taken action in reliance thereon; or
      b. If the authorization was obtained as a condition of obtaining insurance coverage. Other law provides the insurer with the right to contest a claim under the policy or the policy itself.

   2. An authorization that has been revoked is no longer valid.

   3. Upon written notice of revocation, further use or disclosure of PHI or any other information shall cease immediately except to the extent that the office, facility, program or employee has acted in reliance upon the authorization or to the extent that use or disclosure is otherwise permitted or required by law;
F. Invalid Authorizations
   An authorization is not valid if it has any of the following defects:
   1. The expiration date or event has passed;
   2. The authorization was not filled out completely;
   3. The authorization is revoked;
   4. The authorization lacks a required element; or
   5. The authorization violated requirements regarding compound authorizations.

G. Verification
   1. Verification of Recipient. LFPT must take reasonable steps to verify the identity of a person receiving protected health information and the authority of any such person to have access to PHI or any other information/records. LFPT may rely, if such reliance is reasonable under the circumstances, on documentation, statements, or representations that, on their face, meet the applicable requirements.
   2. Verification of Personal Representative. In accepting an authorization from a personal representative of an individual, LFPT must document evidence that the individual has designated the personal representative to act on the individual's behalf. LFPT may rely, if such reliance is reasonable under the circumstances, on documentation, statements, or representations that, on their face, meet the applicable requirements.

H. Document Management
   1. If the entity is seeking the authorization, a copy of the authorization must be provided to the individual.
   2. LFPT must retain the written or electronic copy of the authorization for a period of six (6) years from the later of the date of execution or the last effective date.

I. Methods of dissemination may include, but not be limited to, the following:
   1. Through ISP or IFSP meetings,
   2. During the eligibility and intake process,
   3. Upon request of the recipient.

J. Period of Time to Maintain PHI or other Records/Information
   The county board shall inform a recipient in writing when personally identifiable information collected, maintained, or used is no longer needed to provide services to the recipient. Such information includes, but not limited to, case notes and other documentation which shall be retained in accordance with all applicable law and rules to ensure Medicaid related material and investigation information is maintained for a period of seven years from the date of receipt of payment for services or six years after an initial audit is completed or adjudicated, whichever is longer. After this time, if no further service has been provided or requested, the records may be destroyed. Written permission of the recipient shall be obtained prior to the destruction of record information.

K. Destruction of PHI or Other Records/Information
   1. Destruction of information notices shall afford the recipient the opportunity to obtain a copy of any such records identified by the county board prior to destruction. The personally identifiable information of a recipient may be retained permanently unless the recipient requests that it be destroyed. Recipients should be reminded that the records might be needed by the recipient for Social Security benefits or other purposes.
   2. The information shall be destroyed at the request of the recipient in writing after thirty (30) days of receipt of such a request by the recipient. Medicaid related record information/fiscal data shall be maintained for a period of seven years from the date of receipt of payment or for six (6) years after an initiated audit is completed and adjudicated, whichever is longer. However, a permanent record of a recipient's name, address, phone number, service(s) and support(s) provided may be maintained without time limitation.
L. Types of Records and Locations

1. Every recipient receiving services and or supports shall have records maintained by the county board. Such records pertaining to the individual recipient may only be used for the benefit, promotion or welfare of the recipient. All information shall be treated as confidential and shall be directly accessible only to the county board professional staff pursuant to policy and procedure.

2. A recipient’s record is removed from the county board’s jurisdiction and safekeeping only in accordance with a court order, subpoena or statute. Recipient’s records shall not be removed from the county board’s jurisdiction for any other reason.

3. Records shall be kept on file in a secure location to assure permanence of the records for the time during which the services are provided and for transmittal to an alternative program when alternate placement occurs.

4. Reports made under Section 5123.61 of the ORC and 5123:2-17-02 of the OAC (major unusual incidents) are not public records as defined in Section 149.43 of the ORC and may not be deemed accessible.

5. The county board shall review, not less than once a year, the systems and safeguards employed by the agency and staff to preserve confidentiality of information. This review shall be used to maintain the confidential nature of the information.

6. Records kept include the following but exact types varies by program and individual:
   a. Records used to determine eligibility: school records, psychological reports, IEPs, medical reports, C/OEDI, etc.
   b. Service Plans
   c. Unusual Incident/Major Unusual Incident Reports
   d. Requests for services
   e. Work records
   f. Attendance records

PROCEDURES ON USES AND DISCLOSURES FOR WHICH NO RELEASE OR AUTHORIZATION IS REQUIRED

A. LFPT shall conform to the following procedures in making disclosures for which no release or authorization is required:

B. When required by law, LFPT may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law, including, but not limited to the requirements summarized in sections C, D, E and F.

C. For public purposes, PHI or any other information/records may be used or disclosed to:
   1. A public health authority authorized by law to collect or receive information for the purpose of preventing or controlling disease, injury or disability, reporting vital events, conducting public health surveillance, investigations or interventions
   2. A public health or other government authority authorized by law to receive reports of child abuse or neglect;
   3. A person subject to the jurisdiction of the Food and Drug Administration (FDA) regarding his/her responsibility for quality, safety or effectiveness of an FDA regulated product or activity, to report adverse events, product defects or problems, track products, enable recalls, repairs or replacements or conduct post-marketing surveillance;
   4. A person who may have been exposed to a communicable disease or may be at risk of contracting or spreading a disease or condition. To the extent that LFPT receives PHI or any other information/records disclosed under this section, LFPT may use the PHI or any other information/records to carry out its duties.
D. To protect victims of abuse, neglect or domestic violence.
   1. Reports of child abuse.
      a. Reports of child abuse shall be made in accordance with Ohio law.
      b. LFPT may disclose PHI related to the report of abuse to the extent required by applicable law. Such reports shall be made to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect.
   2. Reports of abuse and neglect other than reports of child abuse or neglect.
      a. LFPT may disclose PHI or any other information/records about an individual believed to be a victim of abuse, neglect or domestic violence to a governmental authority authorized to receive such reports if:
         i. The individual agrees; or
         ii. LFPT believes, in the exercise of professional judgment, that the disclosure is necessary to prevent serious physical harm.

E. For health oversight activities such as investigations, audits and inspections.
   1. PHI or any other information/records may be used or disclosed for activities related to oversight of the health care system; government health benefits programs, and entities subject to government regulation, as authorized by law, including activities such as audits, civil and criminal investigations and proceedings, inspections, and licensure and certification actions.
   2. Specifically excluded from this category are investigations of an individual that are not related to receipt of health care, or the qualification for, receipt of or claim for public benefits.
   3. To the extent that LFPT received PHI or any other information/records disclosed under this section LFPT may use the PHI or any other information/records to carry out its duties.

F. For judicial and administrative proceedings.
   1. LFPT must always comply with a lawful order, but only in accordance with the express term of the order.
   2. Subpoena, discovery request or other lawful process: LFPT may comply with such legal requests only if:
      a. LFPT receives satisfactory assurance from the party seeking the information that reasonable efforts have been made by such party to ensure that the individual who is the subject of the protected health information that has been requested has been given notice of the request; or
      b. LFPT receives satisfactory assurance from the party seeking the information that reasonable efforts have been made by such party to secure a qualified protective order.
   3. LFPT shall not respond to a subpoena without review by an attorney to ensure compliance with applicable requirements.

G. For law enforcement purposes:
   1. PHI or any other information/records may be disclosed for the following law enforcement purposes and under the specified conditions:
      a. Pursuant to court order or as otherwise required by law, i.e., laws requiring the reporting of certain types of wounds or injuries; or commission of a felony, subject to any exceptions set forth in applicable law.
      b. Decedent’s PHI or any other information/records may be disclosed to alert law enforcement to the death if entity suspects that death resulted from criminal conduct.
      c. LFPT may disclose to a law enforcement official protected health information that LFPT believes in good faith constitutes evidence of criminal conduct that occurred on the premises of LFPT.
d. LFPT providing emergency health care in response to a medical emergency other than such emergency on the premises of LFPT, may disclose protected health information to a law enforcement official if such disclosure appears necessary to alert law enforcement to:
   i. The commission and nature of a crime;
   ii. The location of such crime or of the victim(s) of such crime; and
   iii. The identity, description and location of the perpetrator of such crime.

e. If LFPT believes that a medical emergency is the result of abuse, neglect or domestic violence of the individual in need of emergency health care, the limitations in the previous sections F.1.d. does not apply and any disclosure to law enforcement official for law enforcement purposes is subject to section C.

f. Compliance/Enforcement of privacy regulations: PHI or any other information/records must be disclosed as requested, to the Secretary of Health and Human Services related to compliance and enforcement efforts.

2. LFPT shall not respond to a court order, subpoena or request for information from law enforcement without review by an attorney to ensure compliance with applicable requirements.

J. To reduce or prevent a serious threat to public health and safety.
   The LFPT may disclose PHI or any other information/records as follows to the extent permitted by applicable law and ethical standards:
   1. PHI or any other information/records may be used or disclosed if the entity believes in good faith:
      a. That the use or disclosure is necessary to prevent or lessen a serious and imminent threat to a person or the public, and disclosure is to someone reasonably able to prevent or lessen the threat; or
      b. The disclosure is to law enforcement authorities to identify or apprehend an individual who has admitted to violent criminal activity that likely caused serious harm to the victim or who appears to have escaped from lawful custody.
   2. Disclosures of admitted participation in a violent crime are limited to the individual's statement of participation and the following PHI or any other information/records: name, address, date and place of birth, social security number, blood type, type of injury, date and time of treatment, date and time of death, if applicable, and a description of distinguishing physical characteristics.
      a. Disclosures of admitted participation in a violent crime are not permitted when the information is learned in the course of treatment entered into by the individual to affect his/her propensity to commit the subject crime, or through counseling or therapy or request to initiate the same.

K. Specialized government functions.
   1. National Security and Intelligence: PHI or any other information/records may be disclosed to authorized federal officials for the conduct of lawful intelligence, Counterintelligence and other activities authorized by the National Security Act.
   2. Protective Services: PHI or any other information/records may be disclosed to authorized federal officials for the provision of protective services for the President, foreign heads of state, and others designated by law, and for the conduct of criminal investigations of threats against such persons.
   3. LFPT may disclose to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual, if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
      a. The provision of health care to such individuals;
b. The health and safety of such individual or other inmates;

c. The health and safety of the officers, employees, or others at the correctional institution;

d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility or setting to another;

e. Law enforcement on the premises of the correctional institution; and

f. The administration and maintenance of the safety, security and good order of the correctional institution. The provisions of this section J.3. do not apply after the individual is released from custody.

g. Public Benefits: PHI or any other information/records relevant to administration of a government program providing public benefits may be disclosed to another governmental program providing public benefits serving the same or similar populations as necessary to coordinate program functions or improve administration and management of program functions.

L. For workers' compensation or other similar programs if applicable.

PHI or any other information/records may be disclosed as authorized and to the extent necessary to comply with laws relating to workers' compensation and other similar programs.

PROCEDURES ON NOTICES

An individual has a right to adequate notice of the uses and disclosures of the individual's PHI or any other information/records that may be made by or on behalf of LFPT, and of the individual's rights and LFPT's legal duties with respect to PHI or any other information/records.

A. General: An individual has a right to adequate notice of the uses and disclosures of the individual's PHI or any other information/records that may be made by or on behalf of LFPT, and of the individual's rights and LFPT's legal duties with respect to the individual's PHI or any other information/records.

B. When notice is required.

1. LFPT must provide notice:
   a. In an emergency treatment situation, as soon as reasonably practicable after the emergency treatment situation;
   b. Within 60 days of a material revision to the notice, to individuals enrolled in Board Services.

2. Once every three (3) years, LFPT shall notify individuals enrolled in Board services of the availability of the notice and how to obtain the notice.

C. Acknowledgement of Notice

1. Except in an emergency treatment situation, LFPT shall make a good faith effort to obtain a written acknowledgement of receipt of the initial notice provided, and if not obtained, document its good faith efforts to obtain such acknowledgment and the reason why the acknowledgement was not obtained.

2. An acknowledgement is not required for:
   a. Revised notice; or
   b. Periodic notice on availability of notice and how to obtain notice.

D. Making Notice Available

1. The notice shall be available at all sites operated by LFPT for individuals to request to take with them.

2. LFPT shall post the notice in a clear and prominent location where it is reasonable to expect individuals seeking service from LFPT to be able to read the notice.
3. Whenever the notice is revised LFPT shall make the notice available upon request on or after the effective date of the revision and shall promptly post as required in this paragraph.

E. Required Content of Notice

The notice of privacy practices must be written in plain language and contain the following elements:

1. The following statement in a header or otherwise prominently displayed: “This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.”

2. A description, including at least one example, of the types of uses and disclosures that LFPT is permitted to make for purposes of treatment, with sufficient detail to place an individual on notice of the uses and disclosures permitted or required. The description should clarify that any disclosure outside of LFPT requires prior authorization;

3. A description, including at least one example, of the types of uses and disclosures that LFPT is permitted to make for purposes of payment and health care operations, with sufficient detail to place an individual on notice of the uses and disclosures permitted or required;

4. A description of each of the other purposes for which LFPT is permitted or required to use or disclose PHI or any other information/records without and individual's consent or authorization, with sufficient detail to place an individual on notice of the uses and disclosures permitted or required;

5. A statement that other uses or disclosures will be made only with the individual's written authorization, and that the authorization may be revoked in accordance with the policy on authorizations;

6. If LFPT intends to contact the individual for appointment reminders, treatment alternatives or other health related benefits, a separate statement is required describing such contacts;

7. A statement of the individual's rights with respect of his/her PHI or any other information/records, and a brief description of how the individual may exercise those rights, including: the right to request restrictions on certain uses/disclosures of PHI or any other information/records, and the fact that LFPT does not have to agree to such restrictions; the right to receive confidential communications of PHI or any other information/records; the right to inspect and copy PHI or any other information/records upon written request; the right to amend PHI or any other information/records; the right to receive an accounting of disclosures of PHI or any other information/records, and; the right to receive a paper copy of the privacy notice (each of the above in accordance with relevant policies);

8. A statement of LFPT's duties with respect to PHI or any other information/records, including statements: that LFPT is required by law to maintain the privacy of PHI or any other information/records and to provide individuals with notice of its legal duties and privacy policies; that LFPT is required to abide by the terms of the currently effective privacy notice;

9. A statement that LFPT reserves the right to charge the terms of the notice and make the new notice provisions effective for all PHI or any other information/records maintained, along with a description of how LFPT will provide individuals with the revised notice;

10. A statement that individuals may complain to LFPT and to the Secretary of the U.S. Department of Health and Human Services about privacy rights violations, including a brief statement about how a complaint may be filed and assurance that the individual will not be retaliated against for filing a complaint;
11. The name, or title, and telephone number of the person or office to contact for further information;
12. The effective date of the notice, which may not be earlier than the date printed or published.

F. Optional Content of Notice
If LFPT chooses to impose additional restrictions, which are consistent with HIPAA requirements, the policy/procedure manual must require that these be included in the notice.

G. Notice of Revisions
1. When there is a material change to the uses or disclosures, the individual's rights, LFPT's legal duties or other privacy practices described in the notice, LFPT shall provide a notice of such change.
2. Notice of material changes shall be no later than 60 days after the change is effective.
3. The notice shall incorporate all material changes and shall be distributed in accordance with this policy within the time period required in this policy.
4. Except when required by law, a material change to any term may not be implemented prior to the effective date of the notice reflecting the change.
5. LFPT is not required to obtain acknowledgement of a revised notice.

H. Requirements for Electronic Notice
1. If LFPT maintains a web site, the notice must be posted on the web site and be made available electronically through the web site.
2. LFPT may provide the notice required by this section to an individual by e-mail, if the individual agrees to electronic notice and such agreement has not been withdrawn. If LFPT knows that the e-mail transmission has failed, a paper copy of the notice must be provided to the individual. Notice that is provided in accordance with this section and in a timely manner is sufficient to meet HIPAA requirements.
3. The individual who is the recipient of electronic notice retains the right to obtain a paper copy of the notice from a Board upon request.

I. Documentation
LFPT shall retain copies of the notices issued by LFPT and any written acknowledgements of receipt of the notice or documentation of good faith efforts to obtain such written acknowledgement. Copies of such notices shall be retained for a period of at least six (6) years from the later of the date of creation of the notice or the last effective date of the notice. Acknowledgments or documentation of good faith efforts to obtain acknowledgement shall be retained for a period of at least six years form the date of receipt.

PROCEDURES ON INDIVIDUAL'S ACCESS TO PHI OR ANY INFORMATION/RECORDS
A. General: At the request of an eligible person or the person's guardian or, if the eligible individual is a minor, the individual's parent or guardian, a county board or entity under contract with a county board shall provide the person who made the request access to records and reports regarding the eligible individual. On written request, the county board or entity shall provide copies of the records and reports to the eligible person, guardian or parent.

B. Form of access: LFPT shall provide the individual with access to the PHI or any other information/records in the form or format requested by the individual if it is readily producible in such form or format; or if not, in a readable hard copy form or such other form or format as agreed to by LFPT and the individual. LFPT may allow the individual to inspect the PHI or any other information/records without copies, if the individual agrees to an inspection only.

C. Summary: LFPT may provide the individual with a summary of the protected health information requested in lieu of providing access to the protected health information or may
provide an explanation of the protected health information to which access has been provided, if both of the following apply:
1. The individual agrees in advance to such a summary of explanations; and
2. The individual agrees in advance to the fees imposed, if any, by LFPT for such summary or explanation.

D. Time for response to request for access: LFPT shall respond to an individual's request for access not later than thirty (30) days from the date of request.

E. Fees for copying: LFPT may charge a reasonable fee to cover the costs of copying. The county board or entity may waive the fee in cases of hardship.

F. Other responsibilities: If LFPT does not maintain the PHI or any other information/records that is the subject of the individual's request for access, and LFPT knows where the requested information is maintained, LFPT must inform the individual where to direct the request for access.

PROCEDURES ON INDIVIDUAL'S RIGHT TO REQUEST RESTRICTIONS

A. Form of request: Any request for restriction shall be in writing. Such request shall be construed as an objective to disclosure when applicable law gives the individual the opportunity to object to disclosure.

B. Consideration for request: LFPT is not obligated to agree to any requests for restriction.

C. Procedure upon agreement: If such an agreement is made, LFPT shall document the agreement and give notice of such restriction to all employees with access to the individual's PHI or any other information/records and to all business associates or other persons or entities under contract with LFPT who have access to the individual's PHI or any other information/records.

D. Limitations on restrictions: No restriction on use of information shall apply in any of the following circumstances:
1. Emergencies where disclosure is necessary to prevent serious injury to the individual or others.
2. When required for investigations by entities with authority to investigate compliance with applicable requirements.
3. When applicable requirements do not require an authorization or an opportunity to object.

E. Confidential communications requests
1. LFPT shall permit individuals to request in writing and must accommodate reasonable requests by individuals to receive communications of PHI or any other information/records from Board by alternative means or at alternative locations.
2. LFPT may condition the provision of a reasonable accommodation on:
   a. When appropriate, information as to how payment, if any, will be handled; and
   b. Specification of an alternative address or other method of contact.

F. Terminating a restriction: LFPT may terminate its agreement to a restriction, if:
1. The individual agrees to or requests the termination in writing;
2. The individual orally agrees to the termination and the oral agreement is documented; or
3. LFPT informs the individual that it is terminating its agreement to a restriction, except that such termination is only effective with respect to PHI or any other information/records created or received after it has so informed the individual.

PROCEDURES ON INDIVIDUAL'S RIGHT TO REQUEST AMENDMENT OF RECORDS OF PHI OR ANY OTHER INFORMATION/RECORDS

A. Request for amendment: An individual may request amendment of PHI or any other information/records about the individual held by LFPT or a person or entity which LFPT has a
business association relationship. Such request shall be in writing and shall be subject to the requirements set forth in these procedures.

B. Time for action on request for amendment: LFPT must act on a request for amendment no later than sixty (60) days after the date of request. LFPT may extend the time by not more than thirty (30) days if LFPT gives the individual written notice of the extension and the reason for the extension.

C. Acceptance of amendment: If LFPT accepts the requested amendment, in whole or in part, LFPT must make the appropriate amendment, and inform the individual and other persons or entities that have had access to the information.

D. Refusal of amendment:
   1. Notice
      If an amendment is denied, LFPT must give written notice in plain language that includes the following:
      a. The basis for the denial:
      b. The individual's right to submit a written statement disagreeing with the denial and how the individual may file such a statement:
      c. A statement that, if the individual does not submit a statement of disagreement, the individual may request that LFPT provide the individual's request for amendment and the denial with any future disclosures of the protected health information that is the subject of the amendment; and
      d. A description of how the individual may complain to LFPT or the Secretary under the rules. The description must include the name, or title and telephone number of the contact person or office.
   2. Statement of disagreement or correction
      LFPT must permit the individual to submit to LFPT a written statement disagreeing with the denial of all or part of a requested amendment and the basis of such disagreement. LFPT may reasonably limit the length of a statement of disagreement.
   3. Rebuttal statement
      LFPT may prepare a written rebuttal to the individual's statement of disagreement. Whenever such a rebuttal is prepared, LFPT must provide a copy to the individual who submitted the statement of disagreement.
   4. Future disclosures
      a. Records must allow review of the statements of disagreement and rebuttals.
      b. Future disclosures of covered records must include relevant amendments and rebuttals.
      c. If an individual has not submitted a statement of disagreement, LFPT must include the following with all subsequent disclosures:
         i. The individual's request for an amendment; and
         ii. LFPT's notice of denial.
      d. If the disclosure, which was the subject of amendment, was transmitted using a standard EDI format, and the format does not permit including the amendment or notice of denial, LFPT may separately transmit the information to the recipient of the transaction in a standard EDI format.

E. Actions on notices of amendment: LFPT that is informed by another Board of an amendment to an individual's protected health information must amend the protected health information in designated record sets.

F. Designation and Documentation: The Privacy Officer of LFPT shall be the person responsible for receiving and processing requests for amendments by individuals and retain the documentation as required by applicable requirements and Board procedures.
PROCEDURES ON ACCOUNTING OF DISCLOSURES OF PHI OR ANY OTHER INFORMATION/RECORDS

A. General: If LFPT discloses an individual's identity or releases a record or report regarding an eligible individual, LFPT shall maintain a record of when and to whom the disclosure or release was made.

B. Request for Accounting; fees: An individual requesting an accounting shall do so in writing. The individual's request must state the period of time for the accounting, which must be within the six (6) years prior to the individual's request. The first accounting is free, but a fee will apply if more than one request is made in a 12-month period.

C. Content of Accounting: The accounting must be in writing and include the following for each disclosure:
   1. The date of the disclosure;
   2. The name of the entity or person who received the PHI or any other information/records and, if known, the address of such entity or person;
   3. A brief description of the PHI or any other information/records disclosed; and
   4. A brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure; or, in lieu of such statement:
      a. A copy of the individual's written authorization under the rules; or
      b. A copy of a written request for a disclosure, if any.

D. Accounting for Multiple Disclosures to the Same Recipient: If, during the period covered by the accounting, LFPT has made multiple disclosures of PHI or any other information/records to the same person or entity for monitoring purposes or for disclosures required by law, the accounting may be limited, with respect to such multiple disclosures, and include:
   1. The information required by section VII.C. for the first disclosure during the accounting period;
   2. The frequency, periodicity or number of disclosures made during the accounting period;
   and
   3. The date of the last such disclosure during the accounting period.

E. Time for Action on Request of Accounting: LFPT must act on an individual's request for accounting no later than sixty (60) days after the date of the individual's request. LFPT may extend the time by not more than thirty (30) days if LFPT gives the individual written notice of the extension and the reason for the extension.

F. Designation and Documentation: The Privacy Officer of LFPT shall be the person responsible for receiving and processing requests for accountings by individuals and ensure that the Board retains documentation relating to disclosures for at least six (6) years or as otherwise required by applicable requirements and Board procedures.

PROCEDURES ON INDIVIDUAL COMPLAINTS AND GRIEVANCES

A. LFPT shall follow Administrative Resolution of Complaints Policy SS-08 and Procedure SS-08Pr to permit individuals to make complaints about LFPT's policies and procedures of use or disclosure of PHI or any other information/records and/or LFPT's compliance with those policies and procedures.

B. The Privacy Officer and other persons designated to receive such complaints shall be notified of each such complaint and shall participate in the review of such complaints.

C. LFPT shall inform individuals who have made a complaint under this section of their right to file a complaint with the Secretary of Health and Human Services. Upon request, the Privacy Officer shall assist the individual in filing a complaint with the Secretary of HHS.

D. LFPT shall document all complaints received and the disposition of each complaint, if any. Documentation shall be maintained in accordance with established procedures.
PROCEDURES ON SANCTIONS

A. Sanctions: LFPT shall take sanctions/disciplinary action against employees who violate its policies/procedures related to the privacy and confidentiality of PHI or any other information/records. Specific actions taken shall be based upon LFPT's disciplinary action guidelines and based upon the employee's previous personnel actions, if any, and depending on factors such as the severity of the violation whether the violation was intentional or unintentional and whether the violation indicated a pattern of improper use or disclosure of protected health information. Sanctions could range from warning to termination. The following guidelines can be useful in reviewing the extent of the violation.

1. Minor Violation: - A minor violation is defined as a breach of policies due to either carelessness or ignorance, which results in minimal harm.

2. Intentional Violation: - A breach of policies done deliberately and knowingly by an employee, but which results in no personal gain and is not done for malicious intent.

3. Grievous Violation: - A breach of policies that is done either with malicious intent or for personal gain.
   a. Any staff member observing a Privacy Violation is to report the violation to his/her supervisor. Failure to report a Privacy Violation is in itself a disciplinable offense.
   b. The supervisor should refer the incident to the Privacy Officer. The Privacy Officer shall, in conjunction with other management personnel as he/she deems appropriate, investigate the matter through discussing the matter with staff, consumers or others, and/or review of computer or paper audit trails.
   c. The Privacy Officer, in conjunction with the employee's supervisor and the Head of Human Resources will evaluate the severity of the violation, the degree of harm caused, the frequency of past violations and the employee's overall record of performance with LFPT. Based on this evaluation, one or more of the following sanctions will be applied:
      i. Coaching on allowed use and disclosures;
      ii. Formal warning;
      iii. Formal reprimand;
      iv. Requirement to review policies and procedures;
      v. Suspension from 1 to 30 days without pay;
      vi. Termination.

4. For grievous violations, immediate termination is generally appropriate. For other violations, because of the wide variety of types of violation possible and circumstances involved, considerable flexibility in administering sanctions is given to management.

5. The Privacy Officer, in conjunction with other members of the management staff as he/she deems appropriate, shall take action to mitigate the harmful effects of the Privacy Violation, if this is reasonable and possible.

6. A written incident report will be written by the Supervisor/Privacy Officer and filed in the Privacy Officer's Privacy Violations, in the employee's personnel file and one will be given to the employee.

B. Exception for whistleblowers: The shall not impose sanctions against a workforce member or business associate who believes in good faith that he has engaged in conduct that is unlawful or otherwise violates professional or clinical standards, or that the care, services or conditions provided by the potentially endangers one or more patients, workers or the public; and the disclosure is to:

1. A health oversight agency or public health authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of the or to an appropriate health care accreditation organization for the purpose of reporting the allegation of failure to meet professional standards or misconduct by the FCBDD; or
2. An attorney retained by or on behalf of the workforce member or business associate for the purpose of determining the legal options of the workforce member or business associate.

C. Exception for victims of crime: The LFPT may not impose sanctions for disclosure of PHI or any other information/records against a member of its workforce who is the victim of a criminal act if the victim discloses PHI or any other information/records to a law enforcement official, provided that:
   1. The protected health information disclosed is about the suspected perpetrator of the criminal act; and
   2. The protected health information disclosed is limited to the following information:
      a. Name and address;
      b. Date and place of birth;
      c. Social Security number;
      d. ABO blood type and RH factor;
      e. Type of injury;
      f. Date and time of treatment;
      g. Date and time of death, if applicable; and
      h. A description of distinguishing physical characteristics, including height, weight, gender, race, hair and eye color, presence or absence of facial hair (beard or moustache), scars, and tattoos.

D. Other Exception: Sanctions may not be applied in a manner, which would be reasonably construed as intimidation or retaliation.

E. Documentation: The LFPT shall document the sanctions that have been applied.

PROCEDURE ON BUSINESS ASSOCIATES

A. Review of existing contracts
   1. LFPT shall review all current contracts with any person or entity outside the workforce at least annually to determine whether there is a BA relationship.
   2. If the relationship meets the requirements for a BA, LFPT shall determine whether the existing contract with the person or entity meets the requirements for a BA Agreement set forth in these procedures.

B. Establishing BA Agreements
   1. LFPT shall ensure that all contracts with BAs meet requirements set forth in these procedures.
   2. All new contracts with BAs shall incorporate the elements set forth in these procedures.
   3. If there is an existing contract, the BA Agreement requirements may be met through either:
      a. An addendum which incorporates BA Agreement elements; or
      b. An MOU that incorporates BA Agreement elements, in the event that the other party to the contract is a COG or another governmental entity.
   2. Only one BA Agreement is required for each BA regardless of the number of functions that the BA performs on behalf of LFPT.

C. Annual Reviews
   1. Each contract between LFPT and any person or entity shall be reviewed annually to determine whether BA requirements apply. If there has been a change and a BA Agreement is required, LFPT shall not disclose PHI or any other information/records to such person or entity until the BA Agreement requirements are met through revision to the contract or an addendum.
   2. When a contract extends into multiple years or automatically renews, the contract must be reviewed each year to evaluate compliance with requirements for BA Agreements. If
the contract is with a BA and does not meet BA requirements, the contract shall be amended to conform to BA requirements or a BA addendum shall be added.

D. Required Elements for BA Agreements: Each BA Agreement shall include at least the following elements as applicable:

1. Establish permitted and required uses or disclosures of PHI or any other information/records that are consistent with those authorized for the entity, except that the agreement:
   a. May permit the BA to use or disclose PHI or any other information/records for its own management and administration if such use of disclosure is required by applicable requirements or the BA obtains reasonable assurance that the confidentiality of the PHI or any other information/records will be maintained; and
   b. May permit the BA to use PHI or any other information/records to provide data aggregation services to LFPT relating LFPT's health care operations in accordance with applicable requirements.

2. Provide that the BA shall:
   a. Not use or disclose the PHI or any other information/records except as authorized under the agreement or required by applicable requirements.
   b. Use appropriate safeguards to prevent unauthorized use or disclosure.
   c. Report unauthorized uses or disclosures of which the BA is aware to LFPT.
   d. Pass on the same obligations relating to protection of PHI or any other information/records created, used or disclosed on behalf of LFPT to any subcontractors or agents of the BA.
   e. Make PHI or any other information/records available for access by the individual or his/her personal representative in accordance with applicable requirements.
   f. Make PHI or any other information/records available for amendment and incorporate any approved amendments to PHI or any other information/records in accordance with applicable requirements.
   g. Make information available for the provision of an accounting of uses and disclosures in accordance with applicable requirements.
   h. Make its internal practices, books and records relating to PHI or any other information/records created, used or disclosed on behalf of LFPT available to the Office of the U.S. Secretary of Health and Human Services for purposes of determining LFPT's compliance with HIPAA regulations.
   i. If feasible, return or destroy all PHI or any other information/records created, used or disclosed on behalf of LFPT upon termination of contract; if any such PHI or any other information/records is retained, continue to extend the full protections specified herein as long as the PHI or any other information/records is maintained.
   j. Authorize termination of the agreement by the entity upon a material breach by the BA.

E. Permissive Elements of BA Agreement

1. The BA Agreement may permit the BA to use the information received by the BA in its capacity as a BA to LFPT, if necessary;
   a. For the proper management and administration of the BA; or
   b. To carry out the legal responsibilities of the BA.

2. The BA Agreement may permit the BA to disclose the information received by the business associate in its capacity as a business associate for the purposes described in section E.1, if the disclosure is required by law; or
   a. The business associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person; and
b. The person notifies the business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

F. Elements for MOUs
   1. Any agreement between LFPT and another governmental entity that meets the requirements of a BA relationship shall be subject to an MOU.
   2. The MOU shall include all of the contract elements set forth in D.1. and may include elements in section E, except the termination requirements may be omitted if the BA is another governmental entity and the termination would be inconsistent with the statutory obligations of the entity or the BA under applicable state law.

G. Violations: If LFPT knows of a pattern or practice of the BA that amounts to a material violation of the agreement, LFPT shall attempt to cure the breach or end the violation, and if such attempt is un-successful, terminate the agreement, if feasible, and, if not, report the problem to the Office of U.S. Secretary of Health and Human Services.
Private Access Policy

**DIRECTIVE:** To provide guidelines for safe, unobstructed access to private roads, parking facilities, driveways, sidewalks, or pathways for Drivers when attempting to provide service for passengers.

**PROCEDURE:**
- **Clear and unobstructed access** to privately owned or maintained roads, parking facilities, sidewalks or pathways is expected in order for service to be provided.
- **Drivers** may use discretion to determine if access to privately owned or maintained property is potentially hazardous. Hazardous obstructions to access may include the need for snow, ice, and/or debris removal, or any other obstruction or unsafe conditions that would potentially prevent the Driver in providing service, or safely assisting the passenger either to the vehicle or to the door of a building.
- **In the event** the Driver makes determination that access is obstructed and/or unsafe, he/she is to inform Dispatch of the conditions, and both the Driver and the Dispatcher are to provide documentation as to the reason the ride was not performed as part of an incident report.

**RESPONSIBILITIES:** The Transit Director shall be responsible for determining limited service or service cancellation due to obstructed access for Drivers. All other responsibilities shall be as defined above.
Procurement

**DIRECTIVE:** To establish guidelines for the procurement of goods or services.

**DEFINITIONS:** Most goods and/or services to be procured can be classified into one of six major categories, which are especially useful in selecting the most appropriate procurement method or type. Each of these is described below. In the event that certain goods and/or services to be procured do not conveniently fit into the categories below, or the category simply does not appear to have reasonable procurement procedures for the goods and/or services desired, further advisory assistance shall be obtained. The classification system and procurement procedures presented herein are only intended as useful guidelines and shall be applied with appropriate discretion.

**Construction** – Construction is intended to mean construction, rehabilitation, improvement, enlargement, installation, demolition, alteration, repair, painting, decorating, or any similar activity as regards to any public improvement, structure, or fixed asset.

**Equipment and Supplies** – Equipment and supplies are intended to mean the purchase (or lease) of any equipment or supplies within the conventional meaning of equipment or supplies. It is also intended to mean the repair, rehabilitation, installation, or transport of equipment or supplies. (The repair, installation or other procurement activities related to major capital equipment, or fixed assets, however, might need to be evaluated as to whether or not it involves requirements regarding prevailing wages for construction, as also would any construction materials, equipment, or supplies.)

**Professional Activities, Product Oriented** – Professional activities are intended to include the service of accountants, architects, attorneys, physicians, professional engineers or surveyors, appraisers, planning consultants or similar persons, or organizations. Product oriented professional activities are intended to mean services in which a somewhat standardized, well-defined product, such as plans and specifications for the construction of a storage building, is desired, or the appraisal of the fair market value of a certain parcel of real estate based on generally accepted appraisal standards. A product oriented professional service is one in which the service can be well defined at or before the time a service contract is executed with little need for further communication between the parties involved.

**Professional Activities, Service Oriented** – Service oriented professional activities are intended to mean professional services, as are generally described above, which cannot be well defined at or before the time a service contract is executed and in which the quality of the outcomes depends significantly on frequent interaction between the parties involved. Examples might exclude legal advisory services where the full nature of the legal problem is not readily apparent. Service oriented professional activities might also include the preparation of plans and specifications for the construction (or rehabilitation) of a building or other public improvement, but only where the quality of the outcome depends significantly on the architect or engineer working closely with his/her client on a variety of needs or problems which can only become apparent as different stages of the project go forward. In each of these cases, it is the service, which is to be provided before, during and/or after any product is prepared which is most important.

**Sole Source** – Sole source procurement of goods or services is intended to mean goods or services which by their very nature can only be reasonably provided by one person, company, or organization. This is intended most frequently to mean suppliers of replacement or supplemental source is limited to a single supplier (within reasonable proximity).

**Emergencies** – Emergency types of procurement could include any of the above which are needed in such haste that the normal procurement procedures are not possible and for which the
estimated cost is less than $25,000.00. In such case, the Superintendent with money already appropriated or to be appropriated must make a determination that a real and present emergency exists. The $25,000.00 limit does not apply when there is actual physical disaster to structures.

**PROCEDURE:** The procurement methods or types as described below are intended as general guidelines for procurement and are not expected to always be 100% suitable without appropriate refinements or exceptions. In any instance, if it is determined that these guidelines do not fully meet the provisions of the Ohio Revised Code, the Ohio Revised Code shall prevail unless local policy is more stringent. Likewise, it is always necessary to determine all additional provisions which must be met.

The primary purpose of these guidelines is to provide reasonable and normally consistent procedures for selecting a method of procurement for goods and services which are not covered by the Ohio Revised Code.

In all small purchases, LFPT shall solicit quotes from a minimum of two sources. When the vendor list involves multiple sources, purchases should be equitably distributed among qualified suppliers in the local area. All procurement transactions shall be conducted in a manner that provides maximum open and free competition within the constraints of efficient administration.

- **Competitive, Advertised Sealed Bids** – In this method of procurement, LFPT will follow all the requirements of the public bidding procedures of the Ohio Revised Code as it applies to municipalities.

- **Competitive Negotiations, Requests for Proposals (RFP)** – RFPs are intended to be used primarily to procure for professional services where the service can be well defined before the time a service contract is to be executed and such service involves the preparation of a product which in and of itself is more important than the process or service which was used to result in the product. The RFP procurement method places a strong emphasis on obtaining a contract at the lowest possible cost although it still allows moderate consideration to be given to other factors and it still allows some negotiation. It is very important in requests-for-proposals to have a well-defined, itemized scope of services to which prospective proposer can respond. The request for proposal process, at a minimum, must include all of the following:
  - A formal RFP packet which contains all information necessary for a prospective proposer to submit a competitive proposal, especially including a well-defined, itemized scope of services and clear statements regarding other expectations from the professional service provider.
  - The proposal and all associated costs must be in separate packets.
  - A deadline for submission of a written price quotation and other information and reasonable procedures to assure confidentiality of the quote until the deadline.
  - A list of potential service providers who were contacted and invited to submit proposals and, if not otherwise readily apparent, a statement explaining why such persons/firms were chosen. Normally 3-5 persons/firms shall be contacted. If more than 5 persons/firms are to be considered they will first be screened to the 3 to 5 number on a basis of a request for qualifications procurement procedure.
  - A resolution by Lancaster City Council authorizing the Service Safety Director to award the contract to the selected service provider which states the names and price quotations of all proposals received. The results of any negotiations which were conducted, and an explanation of why the contract was awarded to anyone who did not submit the lowest proposal.
Competitive Negotiations, Requests for Qualifications (RFQ) – Requests for qualifications is intended to be used primarily to procure for professional services where the service cannot be well defined before the time a service contract is to be executed and where it is the service which is to be provided before, during, and/or after any product is prepared which is most important. The RFQ procurement method places a strong emphasis on the qualifications of the service provider and allows maximum flexibility in negotiation of a fair basis for cost/compensation. It is very important in RFQs to allow for a wide variety of selection criteria and subjective judgment. Final selection shall normally be made directly by the Director rather than delegating such responsibility to anyone else. Procurement under the RFQ method may be conducted on an as needed basis, once per year, or once every two or three years. Qualifications shall be solicited by public advertising or by mail, or both, but in any case the Transit Director and Service Safety Director shall retain a file of all qualifications (and letters of interest) received, whether solicited or unsolicited, for a minimum of three years from which to consider possible service providers. The request for qualifications process, at a minimum, must include all of the following:

- An invitation of RFQ which clearly states the professional services being or to be considered and the process necessary to submit such qualifications or other information, published and/or distributed to a minimum of three of each type of service provider at least once every three years.
- A public file containing all such qualifications and other information received, whether solicited or unsolicited, in the past three or more years.
- A list of potential service providers who were contacted (if public advertising was not used) and invited to submit qualifications and, if not otherwise readily apparent, a statement as to why such persons/firms were chosen.
- A Service Safety Director awarding the contract to selected service provider, stating the primary reason or reasons such person/firm was selected and how the agreed upon basis for compensation was determined.

Noncompetitive Negotiations, Informal Procurement – Informal procurement procedures are intended to consist of whatever procedures LFPT deems reasonable for the goods or services needed. An approved a purchase order will be prepared, and must be approved by the Director, Transit Director, Service Safety Director and City Auditor.

LARGE PURCHASES (Over $25,000.00)
For purchases over $25,000.00 either competitive procurement methods which include sealed bids (sometimes referred to as an “Invitation for Bid (IFB)) or competitive proposals (sometimes referred to as a Request for Proposal (RFP)) will be used.

See LFPT Procurement Plan for Details on how the bid process will be conducted.

All expenses incurred or obligated shall be supported by approved contracts, purchase orders, requisitions, bill or other evidence of liability.

NOTE: The most stringent of the local policy or the Ohio Revised Code will prevail. The Ohio Revised Code requires competitive procurement methods used for purchases over $25,000.00.

RESPONSIBILITIES: The Transit Director shall be responsible for compliance.
Procurement Protest Policy

DIRECTIVE: To provide guidance in allowing any potential bidder or contractor a remedy for correcting a perceived wrong in the procurement process.

PROCEDURE:

✓ **Pre-bid** – A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. A pre-bid protest must be filed with the LFPT no later than twenty-four hours before bid opening. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

✓ **Pre-award** – A pre-award protest is received after receipt of proposals or bids, but before award of a contract. A pre-award protest must be filed within two business days following the bid opening. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

✓ **Post-award** – A post-award protest is received after award of the contract. A post-award protest must be filed within seven business days following the award of the contract. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

**All protest must be submitted to:**
Lancaster-Fairfield Public Transit
C/O Service Safety Director
104 E. Main Street.
Lancaster, OH 43130

✓ **The Service Safety Director** will respond to all protest in writing, addressing each substantive issue raised in the protest. Response will be made within seven business days after receiving the protest.

✓ **Allowance** will be made for reconsideration if data becomes available that was not previously known, or an error of law or regulation has occurred.

✓ **Vendors** may appeal the final determination to the funding agency. In the case of Public Transit Systems (Section 5311 recipients), the final determination appeal will be forwarded to the Ohio Department of Transportation, Office of Transit.

**RESPONSIBILITIES:** The Transit Director shall be responsible for compliance.
Public Records Policy

Introduction:

It is the policy of the City of Lancaster that openness leads to a better informed citizenry, which leads to better government and better public policy. It is the policy of the City of Lancaster to strictly adhere to the state’s Public Records Act. All exemptions to openness are to be construed in their narrowest sense and any denial of public records in response to a valid request must be accompanied by an explanation, including legal authority, as outlined in the Ohio Revised Code. If the request is in writing, the explanation must also be in writing.

Section 1. Public Records Defined

The City of Lancaster, in accordance with the Ohio Revised Code, defines records as including the following: Any document – paper, electronic (including, but not limited to, e-mail), or other format – that is created or received by, or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office. All records of the City of Lancaster, and its departments, are public unless they are specifically exempt from disclosure under the Ohio Revised Code.

Section 1.1. Record Keeping

It is the policy of the City of Lancaster that, as required by Ohio law, records will be organized and maintained so that they are readily available for inspection and copying (See Section 4 for the e-mail record policy). Record retention schedules are to be updated regularly and posted prominently.

Section 2. Record Requests

Each request for public records should be evaluated for a response using the following guidelines:

Section 2.1. Specificity & Clarity of Requests

Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow the public office to identify, retrieve, and review the records. If it is not clear what records are being sought, the records custodian must contact the requester for clarification, and should assist the
requestor in revising the request by informing the requestor of the manner in which the office keeps its records.

Section 2.2. Anonymity of Requester

The requestor does not have to put a records request in writing, and does not have to provide his or her identity or the intended use of the requested public record. It is the City of Lancaster’s general policy that this information is not to be requested.

Section 2.3. Time (Inspection of Records)

Public records are to be available for inspection during regular business hours, with the exception of published holidays. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. “Prompt” and “reasonable” take into account the volume of records requested; the proximity of the location where the records are stored; and the necessity for any legal review of the records requested.

Section 2.4. Time (Duplication of Records)

Each request should be evaluated for an estimated length of time required to gather the records. Routine requests for records should be satisfied immediately if feasible to do so. Routine requests include, but are not limited to, meeting minutes (both in draft and final form), budgets, salary information, forms and applications, personnel rosters, etc. If fewer than 20 pages of copies are requested or if the records are readily available in an electronic format that can be e-mailed or downloaded easily, these should be made as quickly as the equipment allows.

All requests for public records must either be satisfied or be acknowledged in writing by the city department within three business days following the receipt of the request. If a request is deemed significantly beyond “routine,” such as seeking a voluminous number of copies or requiring extensive research, the acknowledgement must include the following:

Section 2.4a. – An estimated number of business days it will take to satisfy the request.

Section 2.4b. – An estimated cost if copies are requested.

Section 2.4c. – Any items within the request that may be exempt from disclosure.

Section 2.5. Procedure for Denials and Redactions

Any denial of public records requested must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.
Section 3. Costs for Public Records

Those seeking public records will be charged only the actual cost of making copies (the costs of paper, ink, etc., and not the time used for gathering, reviewing or physically copying the records).

Section 3.1. Standard Charge (Copies)

The standard charge for paper copies (8½ x 11) is 10 cents ($0.10) per page. Copies of an unusual size or character will provided to the requester at cost based upon the material, printer and/or ink used to satisfy the request.

Section 3.2. Standard Charge (Downloads)

The charge for downloaded computer files to a compact disc is $1 per disc.

Section 3.3. Documents Emailed

There is no charge for documents e-mailed.

Section 3.4. Costs if Documents Mailed

Requesters may ask that documents be mailed to them. They will be charged the actual cost of the postage and mailing supplies.

Section 4. E-mail

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the office. E-mail is to be treated in the same fashion as records in other formats and should follow the same retention schedules.

Section 4.1. Public Documents on Private Email

Records in private e-mail accounts used to conduct public business are subject to disclosure, and all employees or representatives of this office are instructed to retain their e-mails that relate to public business (see Section 1 Public Records) and to copy them to their business e-mail accounts and/or to the office’s records custodian.

The records custodian is to treat the e-mails from private accounts as records of the public office, filing them in the appropriate way, retaining them per established schedules and making them available for inspection and copying in accordance with the Public Records Act.

The City of Lancaster recognizes the legal and non-legal consequences of failure to properly respond to a public records request. In addition to the distrust in government that failure to comply may cause, the city’s failure to comply with a request may result in
a court ordering the city to comply with the law and to pay the requester attorney’s fees and damages.

Section 5. Distribution of Policy

In accordance with state law, the City of Lancaster and its departments shall comply with the following:

Section 5.1. Required Postings

Each city department shall post the attached poster in a conspicuous place of its office.

Section 5.2. Employee Handbooks or Manuals

If the City of Lancaster, or a city department, has an employee handbook or manual, this public records policy shall be included within.

Section 5.3. Written Acknowledgement of Receipt of Policy

Each city department shall keep a master copy of this policy that is signed by the employee who is the records custodian or any employee who is responsible or has custody of the records of that department, acknowledging receipt of a copy of this policy.

Name  
Signature & Date  
Title

Name  
Signature & Date  
Title

Name  
Signature & Date  
Title

Name  
Signature & Date  
Title

If additional names exist, please complete (in same format as above) on reverse side of this document.
Section 6. Disclosures requiring prior approval

The following shall not be disclosed without prior approval of the City Law Director's Office:

1. Records concerning a criminal or administrative investigation or civil lawsuit (except police initial incident reports);
2. Residential or familial information regarding an employee;
3. Records subject to attorney-client privilege;
4. Emergency medical services (EMS) documents;
5. Social Security Numbers;
6. Payroll deduction information;
7. Personal financial information;
8. Infrastructure records;
9. Security records;
10. Personnel records; and
11. Income tax forms.

If there is a question as to whether the above limitations apply, immediately contact the City Law Director's Office, at (740) 687-6616.
CITY OF LANCASTER
Personnel Policies and Procedures

SUBJECT: PUBLIC RECORDS POLICY

SUBMITTED BY: Kyle Witt, Assistant Law Director

ORIGINAL DATE: September 2, 1998

DATE REVISED: June 23, 2016

BRIEF DESCRIPTION: Records of the City of Lancaster, which are not exempt from disclosure under the law, are available for inspection and copying in accordance with Ohio’s Public Records Act.

ASSIGNED NUMBER: PP029

DATE APPROVED: June 30, 2016

AUTHORIZING SIGNATURE: [Signature]

Brian S. Kuhn, Mayor, City of Lancaster

AUTHORIZING SIGNATURE: [Signature]

Paul D. Martin, Service Safety Director, City of Lancaster

AUTHORIZING SIGNATURE: [Signature]

Michelle McCrady, Human Resources Coordinator, City of Lancaster

DISTRIBUTION DATE: June 23, 2016
Refund Policy

DIRECTIVE: To establish set standard for refund requests.

PROCEDURE:
✓ LFPT does not honor any requests for refunds.
✓ LFPT offers pre-paid tokens and pre-paid passes all purchased at a non-refundable rate.

RESPONSIBILITIES: The Transit Director will ensure compliance of LFPT employees and/or its service provider.
Reasonable Modification Request

**DIRECTIVE:** In determining whether to grant a requested modification, LFPT will be guided by the provisions of the United States Department of Transportation regulations and guidance provided in Appendix E of Title 49 CFR Part 37.

**PROCEDURE:** Requests for reasonable modifications will be considered as follows:

- A passenger requesting a reasonable modification will be required to describe what the passenger believes is needed in order to rise the LFPT transportation services.
- The passenger is not required to use the term “reasonable modification” when making a request.
- The request for modification can be for any of the transportation services provided by LFPT.
- The reasonable modification policy applies to individuals who are disabled under the ADA.
- LFPT has designated the following individual to be responsible for handling requests for modification and procedures pertaining to the appeals of such decisions:
  
  Carrie Woody  
  Director of Transportation  
  746 Lawrence St  
  7406815086  
  Cwoody@ci.lancaster.oh.us

- Whenever possible, the passenger should make requests for modification and all LFPT an opportunity to determine whether the request will be granted in advance. Requests do not need to be in writing.
- Requests made during the ADA eligibility process.
- Requests made through eligibility will have determinations processed along with the eligibility determinations within 21 days for new applicants and with the renewal determination for requests made during recertification process.
- Requests may be made by calling customer service at (740)681-5086.
- Designated LFPT staff will make such determination with 7 business days.
- Requests may be made by completing the Request for Reasonable Modification Form available for download on the website or by request.
- Designated LFPT staff will make such determination within 7 business days.
- When requests for reasonable modification cannot be practicably made and determined in advance, a LFPT staff member will make a timely determination so long as such actions do not result in a direct threat or fundamental alteration of services.
- If the request occurs at the time of service, LFPT and/ or a staff member may make a determination. Such determinations are made on a non-precedent setting basis based upon the facts and circumstances unique to that request.
- Requests for modifications of policies and practices can be denied due to one or more of the following reasons.
  - Granting the request would fundamentally alter the nature of the transportation services, programs or activities;
  - Granting the request would create a direct threat to the health or safety of others;
  - Without the requested modification, the individual with a disability is able to fully use the services, programs, or activities for their intended purpose;
  - Request creates an undue financial and administrative burden.
✓ If an initial request for modification is denied, LFPT will to the fullest extent possible, take any other actions and/ or find a suitable alternative to ensure that the passenger with a disability receives the services provided.

✓ If a request for a reasonable modification is denied, the passenger may file an appeal. LFPT has established a process for investigating and resolving appeals. A form is available on our website or by request and includes the procedures by which LFPT processes and responds to appeals.

✓ Upon receipt, all appeals will be date-stamped and referenced to the Transit Director for review and consideration. Transit director may choose to:
  ✓ Affirm the determination;
  ✓ Reverse the determination;
  ✓ Authorize a specific trip request that was denied;
  ✓ Refer the appellant for in-person assessment by a consultant;
  ✓ Schedule the matter for a hearing; or
  ✓ Cancel or modify the provision service.

✓ Within 10 days after receipt of the appeal, a letter will be sent to the passenger that includes the following:
  ✓ Acknowledgement that the appeal has been received;
  ✓ The date by which a response will be sent to the passenger;
  ✓ Whom to contact if the passenger does not receive a response by that date; and
  ✓ If a hearing is requested by the passenger, the date, time and location of the hearing.

✓ The designated staff member will investigate the appeal and respond with a decision in writing within a reasonable time, not to exceed 30 days from receipt of the appeal (or 30 days from the date of the hearing if one is requested).
REQUEST FOR REASONABLE MODIFICATION

In determining whether to grant a requested modification, LFPT will be guided by the provisions of the United States Department of Transportation regulations and guidance provided in Appendix E of Title 49 CFR Part 37 and specifically to the provisions of Section 37.169.

Name:__________________________.
Address:__________________________.
City:__________________________, State:__________________________, Zip:__________________________.
Telephone Number (Home):__________________________, Business:__________________________.

Describe any modifications to LFPT policies, practices or procedures in order for you LFPT to access the services. (Attach additional sheets as necessary.)

Complete this form and mail, fax, email or deliver to:

Lancaster-Fairfield Public Transit, Attention: Transit Director, 746 Lawrence St Lancaster Ohio 43130, Cwoody@ci.lancaster.oh.us, Fax 7406815088.

__________________________  ________________________
Signature  Date
SAFETY AND SECURITY

GENERAL
The Security Plan outlines the procedure and steps to be followed by Administration, Maintenance, Operations, and Training personnel in order to prevent, prepare for, and if necessary respond to any emergency or disaster which might occur on LFPT property or on any of their equipment or to any of their employees.

LFPT has a sincere concern for the welfare and safety of its employees and passengers and desire to provide a secure environment to all LFPT employees and general public. Security along with Safety is a top priority and will take precedence over any operational need.

RESPONSIBILITY
Director: The Transit Director is responsible for establishing this Security and Emergency Preparedness Plan and for maintaining a secure environment for all LFPT employees and passengers and monitoring the results of The Security and Emergency Preparedness Plan, to educate our passengers and the general public in the area of transit security, the Safety and Training Manager shall provide security training for all employees, communicating security as a top priority and provide continued instructions to employees and passengers.

Employees: Employees are responsible for diligently monitoring all activities within their scope of employment and immediately report all security concerns to their immediate supervisor. Employees shall avoid, if at all possible, any item or person that is security concern and wait for a supervisor or proper authority to arrive, accurately complete and “Incident Report” on any suspicious security concern, and adhere to all the employees responsibilities listed in the LFPT Security and Emergency Preparedness Plan.

The Transit Director or General Manager shall meet with employees to obtain any additional security concerns which may need to be addressed.

THREAT LEVEL RESPONSE PROTECTIVE MEASURES
GREEN: A low risk of terrorist attack
✓ Provide training to personnel in regards to homeland security and transit security standards and procedures that specifically relate to transit system.
✓ Security and Communication
✓ Bus Evacuation
✓ Fire Extinguisher
✓ Seizure First Aid
✓ Blood Borne Pathogen
✓ Customers Conflicts and You – advanced training course
✓ Security Awareness- advanced training course
✓ Regularly assess the vulnerability of LFPT to terror or other type of security attack in vulnerability chart to see if there have been any changes (equipment, training, etc.) that will change the vulnerability rating annually.
✓ Require security clearance and visitor check-in, to all persons entering LFPT facility
✓ Regularly ensure that all existing security measures are operational (locking gate, security fence, and security lighting).
✓ Maintain a threat and warning information exchange with Fairfield County EMA
✓ Regularly remind all personnel to report the presences of unknown persons, vehicle, packages or other suspicious activity.
✓ Maintain current procedures for shutting down and evacuating the LFPT facility
✓ Maintain an outgoing public educational program in the area of security awareness through bulletin reminders displayed in all of our buses.

BLUE: A general risk of terrorist attack
✓ Continue with all measures addressed in Condition Green.
✓ Review LFPT Security and Emergency Preparedness Plan and evacuation procedures regularly for any needed corrections or updates annually
✓ Review and ensure adequacy of personnel ID control procedures quarterly

YELLOW: A significant risk of terrorist attack
✓ Continue with all measures addressed in Condition Green and Blue.
✓ Inform all LFPT personnel of the increased threat and reinforce the need for them to maintain an awareness of their surroundings and to report any unusual persons or activities.
✓ Regularly review procedures, for receiving mail and packages, with all affected personnel semi-annually. Ensure that the Director responsible for Safety and Security and their staff are on call and readily available.
✓ Conduct periodic audits of the LFPT Security and Emergency Preparedness Plan annually
✓ Regularly review communications procedures and break-up procedures with all concerned employees during semi-annual driver recertification
✓ Regularly reviewed safety and security notification and recall list as the need arises, and/ or semi-annually
✓ Limited visitor access and confirm that the visitor is expected. All unknown visitors will be escorted while in the building.
✓ Coordinate emergency plans with Fairfield County Emergency Management Agency annually.
✓ Regularly checked all emergency communication devices to make sure they are operational on a monthly basis.

ORANGE: A high risk of terrorist attack
✓ Continue with all measures addressed in Conditions Green, Blue and Yellow.
✓ Limited parking of vehicles to a distance of 75 feet from main facility.
✓ Randomly inspect all visitor briefcases or other containers.

RED: A severe risk of terrorist attacks
✓ Continue with all measures addressed in Conditions Green, Blue, Yellow, and Orange
✓ Cancel or postpone all non-vital facility work conducted by contractors, or continuously monitor their work with LFPT personnel as applicable
✓ Coordinate the possible closing of public roads and facilities with local Fairfield County EMA.

BLACK-ATTACK OR ACTIVE INCIDENT: Black indicates that an attack is underway against a specific transit agency or within the agency’s immediate geographic area. The Black state is entered only when an attack has occurred. Black includes the immediate post-attack time period when the transit agency may be responding to casualties, assisting in evacuations, inspecting and securing transit facilities, or helping with other tasks directed by the local emergency management authority.
✓ Report the attack immediately to the Fairfield County Emergency Management Agency (EMA).
Provide for Security of the site and other transit system assets during the emergency and be alert to possible secondary attacks (coordinated through Fairfield County EMA for affected area)
Assist response to any casualties (coordinate from Fairfield County EMA)
Activate measures to mitigate the effects of the attack
Coordinate with Fairfield County EMA to assist with evacuations
Suspend fares if necessary to facilitate the evacuation procedure
Reroute services as needed
Assess impact of attack on LFPT and adjust services as required
Advise ODOT, FTA and FBI immediately regarding the nature of the attack so that the FTA and FBI may disseminate the information to other transit properties nationwide.
Designate the incident commander.
Provide LFPT equipment and personnel to support the incident response effort.
Activate external contractors or support as required.

PURPLE-RECOVERY:
Purple indicates the recovery of transit services after an attack has occurred. Purple includes restoration of levels of services, routes, schedules, repairing or reopening facilities, adjustment of staff work schedules and duty assignments, responding to customer inquiries about services, and other activities necessary to restore transit service. The Purple state follows the Black state and may also exist for short time periods when the agency is transitioning from a higher threat condition to a lower threat condition (e.g., from Red to Orange). The Purple state will coexist with the prevailing threat condition. In other words, business recovery (Purple) will be accomplished while maintaining the prevailing readiness status (e.g., Orange protective measures).
Activate or develop a business recovery plan.
Restore LFPT capabilities.
Restore the scene of attack to functionality.
Guard against secondary attacks.
Evaluate why attacks succeeded.
Update threat and vulnerability analysis chart.
Coordinate funding for restoration with FTA.

EMERGENCY PHONE NUMBERS FOR STAFF
DIRECTOR Carrie Woody CELL 740-277-8700
MAINTENANCE Jonah McCoy CELL 740-974-1853
LANCASTER POLICE DEPARTMENT 740-687-6680 / 911

FOLLOW UP NEEDED TO COMPLY WITH LFPT SECURITY AND EMERGENCY PREPAREDNESS PLAN DURING A RESPONSE RANGE OF “YELLOW”
Due to the nature of our current threat condition in our world it is unlikely that our National Threat Level will fall below Yellow in the foreseeable future.
ANNUAL:
Review the Security Plan for needed changes
Provide continued security training for employees.
Regularly assess the vulnerability chart for changes or updates
Assess the evacuating plan
Review Security Plan with supervision and administration
Remind personnel to report anything suspicious
Maintain communication, coordinator emergency plans, and conduct tabletop drills with EMA.

Review procedures for receiving deliveries with affected personnel

Review the emergency notification and recall list for changes

Review communication procedures with affected employees.

Maintain public education program for security

Review check point security system

Review and ensure adequacy of personnel ID control procedures.

Review all security incidents to prevent future security breaches

Regularly check all security systems

Maintain a threat and warning information exchange with the Fairfield County EMA

Regularly check all emergency communication devices

Regularly check all surveillance cameras

FOLLOW UP NEEDED TO COMPLY WITH LFPT SECURITY AND EMERGENCY PREPAREDNESS PLAN DURING A RESPONSE RANGE OF “ORANGE”

ANNUAL:

Review the Security Plans for needed changes

Provide continued security training for employees

Assess the evacuations plan

Review Security Plan with supervision and administration

Remind personnel to report anytime suspicious

Maintain communication, coordinate emergency plans, and conduct tabletop drills with EMA

Review procedures for receiving deliveries with affected personnel

Review the emergency notification and recall lists for changes

Review communication procedures with affected employees

Maintain public education program for security

Review check point security system

Review and ensure adequacy of personnel ID control procedures

Review all security incidents to prevent future security breaches

Regularly check all security systems

Maintain a threat and warning information exchange with the Fairfield County EMA

Regularly check all emergency communication devices

Regularly check all surveillance cameras

Limited Parking of vehicles to a distance of 75 feet from main facility

Randomly inspect all visitor briefcases or other containers

Sensitive Security Information

THREAT AND VULNERABILITY ASSESSMENT

Threat and vulnerability assessment provides and analytical process to consider the likelihood that a specific threat will endanger LFPT. Using the results of this vulnerability assessment we can identify the areas where improvements in our system would be beneficial. The vulnerability rating scale used on the following charts uses the “threat and vulnerability resolution matrix” shown below:

- Frequency of Occurrence
**Vulnerability Categories:**
- 1 = Catastrophic = Death or system loss
- 2 = Critical = Severe injury, severe occupational illness or major system loss
- 3 = Marginal = Minor injury, minor injury occupational illness or minor system loss
- 4 = Negligible = Less than minor injury, occupational illness or system damage

**Frequency of Occurrence:**
- A = Frequent = Continuously experienced
- B = Probable = Will occur several times in the life of any item
- C = Occasional = Likely to occur sometime in the life of any item
- D = Remote = Unlikely but possible to occur in the life of any item
- E = Improbable = So unlikely, it can be assumed occurrence may not be experienced

**INCIDENT RESPONSE PROCEDURES - SPECIFIC DISASTER PLANS**
- This section identifies some of the major incidents that can occur and lists the steps to be taken by various levels of LFPT employees to stabilize the incident and return LFPT to a secure operating environment.
- LFPT is a member of the Fairfield County Emergency Management Team. As such, any requests for transportation needed during an emergency in Fairfield County are coordinated between LFPT and Fairfield County EMA.

**BOMB THREAT/ SUSPICIOUS PACKAGE**
- PERSON RECEIVING THE BOMB THREAT CALL:
  - Listen carefully to everything the caller is saying, including background noises, speech patterns, etc. Attempt to prolong the conversation as much as possible. **DO NOT PUT CALLER ON HOLD.**
  - Fill in the appropriate information on the Bomb Threat Checklists as the call is being taken or immediately after the termination of the call.
- PERSON RECEIVING OR FINDING SUSPICIOUS MAIL OR PACKAGE:
  - The following characteristics may be present regarding letters and packages:
    - Restricted endorsement such as “Personal” or “Private”. Be cautious when the addressee does not normally receive personal mail at the work location.
    - When the addressee’s name or title is inaccurate.
    - There is excessive postage.
    - The parcel may have soft spots, bulges, or irregular shapes.
    - The handwritten is distorted or prepared with “cut and paste” lettering or homemade labels.
    - Protruding wires, aluminum foil, or oil stains are present.
Lancaster-Fairfield Public Transit
Policy and Procedure Manual
March 15, 2007

- The letter or package emits a strange odor.
- The package is unprofessionally wrapped and has several different types of tape.
- The letter or package is making an unusual sound (buzzing, ticking, sloshing, etc).
- The packing is marked “Fragile – Handle With Care” or “Rush - Do Not Delay”, “etc”.
- Pressure or resistance may be noted when removing the contents.

Upon receiving suspicious mail:
- Isolate the suspicious mail. Place it between pieces of blank paper.
- Avoid further unnecessary handling:
  - Do not open or squeeze envelope
  - Do not pull or release any wires, strings, or hooks.
  - Do not turn or shake the letter.
  - Do not pull the letter/parcel in the water or near heat.
  - Evacuate the immediate area.
- Notify Dispatch, General Manager, or Transit Director.
- Notify Lancaster Police Department.

GENERAL MANAGER
✓ Advise Director
✓ Isolate the Individual who received the threatening call as soon as possible. Have this individual write down all the information regarding the incident and remain available for interviews by Police Department.
✓ Notify employees of threat.
✓ Two-way radios, cell phones, and two-way pagers should not be used for communications. Cell phones should be turned OFF.
✓ Make decisions regarding when employees can return to the evacuations site etc. with input from the Police Department.

EVACUATION GUIDELINES:
✓ If location of bomb is known:
  ✓ Evacuate employees and any other person to site at least 550 yards away from location of bomb
  ✓ Employees to assemble at City Hall, 104 E. Main St.
  ✓ Account for all employees.
  ✓ Arrange for key staff to meet with police.
✓ If location of bomb is not known:
  ✓ Consider advice of Police Department officials regarding decision to evacuate
  ✓ Once evacuated the employees will report to their General Manager and Transit Director.

IF THREATS IS ON A BUS DRIVER:
✓ If suspect is still on bus
  ✓ Press MDT emergency call button or radio Dispatch (if possible).
  ✓ Appear to remain calm.
  ✓ Follow suspects directions until police arrive.
  ✓ If suspect is not on bus. DO NOT USE, RADIO OR CELL PHONE.
  ✓ Find a safe location to pull over and stop your vehicle (least populated).
  ✓ Shut off engine.
AN EVACUATION SHOULD ONLY BE CONSIDERED WHEN THE OPERATOR FEELS HIS/HER LIFE OR THE LIVES OF HIS/HER PASSENGERS ARE IN DANGER IF THEY WERE TO REMAIN ON THE BUS. Evacuate your vehicle making sure that your passengers take all their possessions with them.

- Close the door of the bus to prevent reentry.
- Have your passengers move at least 100 feet from the bus if an explosion is possible. Use a phone from a local business to call dispatch.

**DISPATCHER:**

1. Is suspect still on the bus?
   a. If so, refer to direction for hijacking.
   b. If not, have Driver evacuate all passengers and themselves from bus.
   c. Have driver move everyone to a location 1000 feet from bus and in view of the bus until police and supervisor arrive to prevent other persons from entering the bus.
   d. Notify appropriate police department.
      i. Advised police of the location on the bus and where to contact driver.
      ii. Advise police of possible need to close roadway.
   e. Notify supervisor to contact driver at the scene.
   f. Notify Transit Director.

**TELEPHONE PROCEDURES – BOMB THREAT CHECKLIST**

INSTRUCTIONS: BE CALM AND COURTEOUS. LISTEN, do not interrupt caller. Do not joke with caller. Sound very interested in what caller wants to tell you.

Time Received:_________ Length Of Call:_________ Date:_________

1. Attempt to hold caller as long as possible. Keep the caller talking. Try to ask following questions.
   **WHEN is the bomb going to explode?** ___________________________
   **WHAT does the bomb look like?** _________________________________
   **WHERE is the bomb?** _________________________________________
   **WHY did you place it?** _________________________________________
   **WHAT kind of bomb is it?** _______________________________________
   **Will it hurt people?** (Tell them we have innocent people here)________

2. Pretend difficulty hearing to keep the caller on the phone. Keep caller talking. After other information has been gathered ask “Where are you calling from?” “Who is calling please?”

3. **AS SOON AFTER THE CALL AS POSSIBLE, COMPLETE THIS FORM.** Try to remember caller exact words.

   ____________________________________________

4. Did the caller appear familiar with the building by his description of the agent location? Any other information?

   ____________________________________________

Caller’s Identity: Voice Characteristics: Speech:
CIVIL DISTURBANCE / DEMONSTRATIONS
1. Upon observation of any unauthorized demonstrations or assembly, notify General Manager/Director.
2. Follow directions of General Manager/Transit Director.

DISPATCHER:
1. Obtain
   a. What type of group is involved?
   b. How many demonstrators are involved?
   c. Where are the demonstrators located?
2. Notify General Manager and Transit Director and follow their directions.

GENERAL MANAGER
1. Notify the Transit Director.
2. Lock down all entrances and gates.
3. Establish parking lot patrols to monitor pedestrian and vehicle traffic.
4. Assign an employee to observe the area of the disturbance to monitor conditions and developments.
5. Contact the Lancaster Police Department.
6. Utilize available employees to monitor critical area outside the facility (fuel pumps, etc.)

CRIMINAL ACTIVITY
Reporting Criminal Activity: If you observe a crime in progress or behavior that you suspect is criminal, immediately notify the Dispatcher, who will contact the local police department as needed.

Report as much information as possible including:
1. Activity: What is happening? (In plain language/ with as few assumptions a possible)
2. Description: Involved persons: Height, Weight, Gender, Race, Clothing, Distinguishing characteristics (facial hair, tattoos, etc.), Weapons- what kind
3. Location: Describe exactly where the criminal activity is occurring. If the activity is “moving” describe direction of travel.
4. Vehicle: If vehicle is involved provide the following: Color, Year, Make, Model, License Plate.
DO NOT APPROACH OR ATTEMPT TO APPREHEND THE PERSON(S) INVOLVED
Stay on the radio with the dispatcher and continue to provide information as changes the situations occur, until the first Police Officer arrives at your location.

**DISORDERLY CONDUCT:** Threats of violence are more common place now in the past. A person is in violation of Disorderly Conduct if they: Make an unreasonable offensive utterance, gestures, display or use unwanted grossly abusive language to any person; Creating a condition that is physically offensive to persons or that present a risk of physical harm to persons or property.

**DRIVERS:**
1. Ask subject to stop, (may escalate to physical violence)
2. Press video flag button
3. Notify Dispatch if they do not stop
4. Stop bus and wait for police to arrive
5. Stay with the bus and protect victim as much as possible without becoming part of the problem.
6. Do not intervene unless absolutely necessary

**DISPATCH:**
1. Notify Police Department
2. Notify General Manager to respond to the scene, complete an incident report.
3. Notify Transit Director.

**DRUG VIOLATIONS:** Drug dealing is dangerous. Drug dealers are often armed and conflicts frequently end in violence. Drug use breeds criminal activities which directly affects passengers. This can result in muggings, purse snatching, assaults, panhandling, and aggressive solicitation.

Drug dealers conduct their activities in many locations such as the rear of buses and dark shelters. Drug paraphernalia may be left anywhere, causing danger to both passengers and employees.

**DRIVERS:**
1. If you observe a passenger using or selling drugs try to advise the dispatcher of your observations, *(DO NOT TRY TO TAKE ANY ACTION, DO NOT LET PERSON KNOW YOU ARE CONCERNED-LET POLICE HANDLE)*
2. Press video flag button

**DISPATCH:**
1. Ask driver
   a) What type of drug offense is involved?
2. If passenger is using or dealing drugs on the bus, notify the appropriate police department
3. If driver finds drug paraphernalia, call the Lancaster Police Department, they will come out to the scene and retrieve the contraband.
4. Notify General Manager to respond to the scene, complete incident report and assist as needed.
5. Notify Transit Director.
**DRUNKNESS:** Intoxicated passengers very easily become nuisance. In some circumstances they can become a real hazard to transit personnel and other passengers. Drunken passengers generally exhibit the following behaviors:

1. Talking to a bus driver while he/she is trying to operate the vehicle.
2. Annoying other passengers.
3. Sleeping at the end of the line or preventing seat access.

In more serious instances they could present severe problems such as:

1. Menacing or threatening the driver or passengers.
2. Instigating arguments or fights among passengers.
3. Becoming violent and attacking the driver or passengers.

**DRIVERS:**

1. Observe intoxicated passengers for signs they become sick, may want to vomit, or become a menace to other passengers.
2. Do not let yourself to be dragged into a verbal fight with an intoxicated passenger.
3. Press video button.
4. Advise dispatch of observations.
5. Ask person to move to another seat.
6. Ask person to alight at the next stop.
7. Stop the bus until person alights.
8. If the intoxicated person refuses to leave the bus, stop the bus, call dispatch, and wait for police.
9. Complete an incident report.

**DISPATCH:**

Communicating with dispatch is a very effective means of dealing with drunken passengers on a bus. The voice on the other end of the radio can have a dramatic effect on an unruly passenger and may induce behavior that the driver alone is not able to impose.

1. If a driver is unable to handle the situation, obtain location – have driver remain at location.
2. Notify police department.
3. Notify immediate general manager and transit director.

**EARTHQUAKE:** As initial shaking begins, all customers and staff should:

1. Position themselves under sturdy furniture, against an inside wall, or in a doorway away from windows and swinging doors.
2. Do not try to leave the building because of falling debris.

As initial shaking stops and a reasonable interval has passed, all employees should

1. Perform an immediate assessment of injuries and inform General Manager.
2. Perform immediate assessment of structural damage in the area and inform General Manager.
3. In anticipation of aftershocks, move away from windows and outside walls. Close all drape and curtains to reduce the potential of flying glass.
4. Be prepared for aftershocks. Aftershocks can also be damaging, bringing already weakened structures down.
5. All departments are to account for employees and visitors.

IF IN BUS: Stay in bus. Move vehicle out from under any bridge or overhead structure that might fall.

**MAINTENANCE**
1. Perform assessment of structural damage for the entire building and report findings to Director.
2. Shut down Natural Gas from meter.
3. Check for fire hazards (broken gas lines)
FIREARM DISCHARGE:

DRIVERS:
1. If you believe the bus is being fired upon, have your passengers get down below window level.
2. Notify dispatch
3. Keep the bus moving and drive out of range of danger to a well-lighted and busy area.
4. When safe, stop the bus and check for injuries, wait for the police and General Manager to arrive.
   Keep bus doors closed and passengers inside.
5. Obtain passenger information and where they were seated.
6. Complete incident report at your first chance.

DISPATCH
1. Notify 911.
2. Notify General Manager
3. Gather information
4. Assist driver as necessary.

GENERAL MANAGER
1. Notify Director
2. Make counseling available for driver at conclusion of incident, or if warranted, arrange for immediate on-site crisis assistance by calling 211.

FUEL SPILL

EMPLOYEES
1. Locate the origin of the spill
2. How fast is it leaking?
3. Is it contained in a specific area or is it spreading?
4. Notify dispatch with details of spill.

DISPATCH
- Notify General Manager and Transit Director
- IF fuel spill is on a bus, get a replacement bus
- Go to scene to evaluate and contain spill.
- Determine if the Fire Department needs to be notified.

HAZARDOUS MATERIAL SPILL

IF evacuation is necessary

GENERAL MANAGER
1. Stay calm, turn off lights, heating, cooling and ventilation systems, close all doors (vehicles, keep windows and air vents closed – do not use air conditioning).
2. Make certain all employees and visitors are out of building/vehicle.
3. Identify a safe location to assemble personnel after evacuating (consider sending non-essential employees home for the duration of the evacuation)
4. Contact EMA to find out what assistance is expected from LFPT.
5. Notify personnel who are schedule to report for work.
6. Maintain contact with Director and monitor news reports for situation updates.
7. Contact all employees once LFPT building can be reoccupied.

DISPATCHER
1. Advise buses of hazardous spill and to stay out of evacuation area.
2. Advise buses that LFPT will momentarily be off the air.
3. Evacuate with a different vehicle and Nextel radio. Use van radio to operate dispatch until an all clear has been received.

**If told to stay indoors**

**GENERAL MANAGER**
1. Get all employees inside administrative building and stay inside until an all clear has been received.
2. Close all doors and windows.
3. Turn off heating, cooling and ventilation (any system that would bring outside air into the building).
4. Seal all gaps under doorways with wet towels or duct tape.
5. If necessary, protect breathing by covering your nose and mouth with a damp cloth.
6. Notify Director
7. Contact EMA to find out what assistance is expected from LTPS.
8. Post staff at doors to prevent anyone from entering or leaving the building without approval.
9. Notify personnel who are scheduled to report for work.
10. Maintain contact with outside authorities and monitor news reports for situation updates.
11. Contact all employees once an all clear is received.

**DISPATCHER**
1. Advise buses of hazardous spill and to stay out of evacuation area.
2. Some schedule changes will have to be made.
3. Assist in evacuation or area residents; coordinate with General Manager, Director, and EMA.

**Hijacking**

**DRIVERS**
1. Press emergency call button (activate camera as soon as you are able). If permitted to speak on radio, radio 99-11. If possible keep microphone button depressed so dispatch can hear everything happening on the bus.
2. Carefully follow instructions of your abductor.
3. Do not turn your back on your captor(s) unless ordered to do so. People are less likely to harm someone who is looking at them.
4. Do not upset hijackers.
5. Avoid physical resistance. You have little chance of success and may risk harm to all involved.
6. Be patient and remember time is in your favor. When police arrive, they are trained to deal with crisis situations.
7. Observe and remember everything that you see and hear.

**DISPATCH**
1. Call 911.
2. Notify General Manager.
3. Gather as much information as possible from the driver.

**GENERAL MANAGER**
1. Assist police response unit until suspect has been placed in custody.
2. Notify Director.
3. Make counseling available for driver at conclusion of incident, or if warranted arrange for immediate on-site crisis assistance by calling 211.
HOSTAGE TAKING/PERSON WITH A WEAPON/ARMED ROBBERY

1. Ensure Safety – do not further endanger anyone.
2. Contain the incident – prevent people from entering the area – only until police arrive.
3. If there is ANY sign of actual danger/violence, DO NOT attempt to intervene.
4. Inform dispatch that other employees should stay away from the danger area.
5. Employees shall lock themselves in their work area where possible.

DRIVER
1. Press emergency call button (and video camera as soon as possible), call 10-50 on the radio.
2. Hold radio transmit button open if possible so dispatch is able to hear everything.
3. Appear calm.
4. Follow assailant’s directions.
5. When incident is stabilized: calm passengers, have passengers fill out incident report forms, wait for General Manager, follow police instructions.

DISPATCH
1. Obtain specific location of incident
2. Is there a need for medical care?
3. Call 911 (nature of incident, mention weapons, description of suspect(s), special circumstances, vehicle type, license plate#, direction of travel)
4. Notify General Manager.

GENERAL MANAGER
1. If possible, isolate incident. Keep people out of the area.
2. Notify Director.
3. Wait for police to arrive.
4. Provide floor plans of the building to police.
5. Be aware the accomplices could be near.
6. Don’t allow witnesses to leave before police arrive.
7. Don’t allow witnesses to compare note. Isolate and take care of any needs.
8. Keep crime scene secure. Do not contaminate any area suspects were in.
9. Protect the scene for evidence.
10. Make counseling available to those involved in the accident by contacting 211.

HOSTAGES
2. Make no unnecessary movements that might cause the suspect to harm you.
3. Discard anything that may label you as a person of importance or someone the suspect may fear.
4. Treat the suspect with utmost respect.
5. Do not speak unless you are specifically addressed or questioned.
6. Do not volunteer information or make suggestions.
7. Do not attempt to negotiate with the suspect.
8. Cooperate and follow instructions.
9. Do not try to escape.
10. When rescue comes, follow Police instruction exactly. Mentally note as many characteristics of the suspect as possible. (You may be handcuffed or secured until all suspects are identified).
11. Refrain from speaking to other hostages.
12. Remain available to talk with police. Do not leave the scene.
13. Document everything while it is still fresh in your mind.

**INFANT / CHILD ABDUCTION**
1. An employee who suspects that an infant/child has been abducted or is missing shall immediately advise Dispatch. A brief description of persons should be giving
2. Call 911 with description of missing/abducted infant/child, possible suspects (number), and time child/infant was found to be missing, location, last direction of travel, license number.
3. Seal off area for police to search.
4. Have witnesses present until Police arrive and interview them.

**DISPATCH**
1. Upon receiving radio traffic of missing/abducted infant/child, Notify 911 immediately.
2. Notify General Manager and Director
3. Gather as much information as possible.

**INJURED OR ILL PASSENGER**

**DRIVER**
1. Call dispatch – advise situation and location.
2. Never lift a passenger who has fallen.
3. Comfort passenger until emergency squad arrives.
4. Fill out incident report.
5. If seizure:
   a. protect from nearby hazards
   b. protect head from injury
   c. Reassure when consciousness returns.
   d. Do NOT put any hard implement in the mouth
   e. Do NOT try to hold tongue. It cannot be swallowed.
   f. Do NOT try to give liquids during or just after a seizure.
   g. Do NOT restrain.

**DISPATCH**
1. Find out what problem is occurring
2. If a passenger has fallen and is injured call 911.
3. Remind driver not to move passenger.
4. Notify General Manager and Director
5. If Board of DD, notify Case Manager
6. If Seizure has occurred, call 911.

**PANDEMIC PLAN:** LFPT will cooperate with federal, state, local and private health agencies to prevent the spread of infectious disease within the workplace and Fairfield County, and help to maintain business continuity.

LFPT will maintain contact with the Fairfield County Health Department and EMA during a pandemic outbreak. During a pandemic, LFPT will operate under the guidelines defined in the local EMA plan. If
instructed to reduce or suspend operations by such authority, LFPT will restrict its transit services operations to those deemed essential functions.

LFPT will comply with health department recommendations for containing the spread of infectious disease and protecting employees performing essential functions during a pandemic.

1. Vaccinations to employees (if recommended and eligible to receive appropriate vaccinations).
2. Building and Vehicle Disinfection
3. Public Awareness and Prevention

LFPT will evaluate recommended key indicators when determining appropriate strategies for returning transit operations to pre-pandemic service levels by working with the local health department and EMA.

**PHYSICAL ASSAULT**

**DRIVERS**
1. If physical assault occurs on your bus
   a) Stop the bus
   b) Press the emergency button (and video as soon as possible)
   c) Keep doors closed if it is safe to do so.
   d) Wait for police and General Manager
   e) Fill out incident report.
2. If the assailant leaves the bus
   a) Give dispatch a complete description of the assailant
   b) Give dispatch assailants last known location and direction of travel
   c) Calm the passengers and have them fill out incident forms.
   d) Wait for police and General Manager
   e) Fill out incident report.

**dispatcher**
1. Obtain description of assailant, current location, is anyone injured, type of weapon used.
2. Call 911
3. Notify General Manager and Director
4. Complete an incident report

**general manager**
1. Ensure that victim employee receives immediate medical attention if needed.
2. Make counseling available for driver at conclusion of incident, or if warranted, on site crisis assistance by calling 211.

**TORNADO:** The National Weather Service may issue a TORNADO WATCH (conditions are favorable for producing a tornado), or a TORNADO WARNING (a tornado is actually present and moving in the warning vicinity, take immediate cover).

**SAFE HAVEN:** Proceed to the lowest floor of the closest safe structure (preferable a brick building).

**TORNADO WATCH**
1. Close all curtains and blinds to provide a barrier between windows and yourself.
2. Weather radios or local television stations should be monitored for condition updates.
3. Identify safe areas (inside hallways and windowless rooms) within the building.
4. Check outdoors for any objects (such as lawn chairs etc) which may act as missiles if blown by high winds. Secure objects, as practical.
5. Ensure all exterior doors and windows are latched.

TORNADO WARNING
1. Move employees to a safe area (inside hallways away from glass)
2. Position yourself under sturdy furniture sitting on the floor, remove eyeglasses.
3. Stay away from corners.
4. As winds subside perform an immediate assessment of injuries and building.

DISPATCHER
1. Upon receiving an alert of a TORNADO WATCH notify all drivers that a tornado watch is in effect for (specific) area for (specific) time.
2. Notify General Manager.
3. Upon receiving an alert of a TORNADO WARNING, notify all drivers in the affected area to proceed directly to the nearest fire station or safe building structure. If the projected path is known, and there is sufficient time, have driver drive out of tornado path.
4. Have all drivers move all passengers to a safe area inside the building on the lowest possible floor.
5. Contact General Manager and Director
6. Driver schedules will require updating.

DRIVERS
1. Upon hearing the siren or notification by dispatch of a tornado warning, proceed to nearest fire station or safe building structure.
2. Move all passengers to a safe area in the building on the lowest floor.
3. Wait for the “All Clear” before leaving the building.
4. Fill out an incident report.

WEAPONS OF MASS DESTRUCTION INCIDENT
DISPATCHER
1. Obtain as many facts about the incident as quick as possible (what is involved, where did it occur, when did it occur, injuries, employees, passengers?)
2. Upon initial notification of an actual attack on our bus service, notify General Manager and Director immediately. Follow their directions.
3. Call 911.
4. Broadcast to all drivers the following:
   a) Immediately pull bus off roadway and park at a safe location in non-populated area if possible.
   b) Shut the bus down.
   c) Evacuate all passengers and have them take their personal belongings with them.
   d) Close doors behind you.
   e) Move passengers to a distance of 1000 feet from bus, upwind is possible. Obtain passengers names and phone numbers.
   f) Contact dispatch by phone once at a secure location.
5. As drivers make contact with dispatch obtain their location, number of passengers with them, and location of where they left their bus.
6. Advise them to stay at their current location and arrangements will be made to pick them and their passengers up.

GENERAL MANAGER
1. Assess incident severity. Notify Director immediately of injury or death occurred and as soon as practicable otherwise.
2. Arrange to have non-essential employees pick up drivers and stranded passengers.
3. Deliver passengers to their destination.
4. Return drivers to LFPT to meet with Director.
5. Contact Lancaster Police Department to have bomb squad search all buses that were left on route.
6. Have an employee with each bus when the bomb squad clears it for use.
7. As soon as bus is searched, and cleared, it may be placed back in service.
8. Make arrangements with Maintenance Manager for bus involved in incident.
9. Notify ODOT.
10. Make counseling available if necessary by calling 211.
11. Contact Family and hospital for driver involved in incident (if necessary).
12. Drivers may be released to return to operations when they feel ready.

**CONTINUITY OF OPERATIONS PLAN (COOP):** This plan outlines procedures and steps to be followed by Administration, Operations, and Maintenance in the event that the building becomes inaccessible for continue operations (due to catastrophic event or otherwise).

**PLAN**
1. If LFPT facility is unusable, all personnel on the emergency call list will immediately report to the Emergency Location: City Hall, 104 E. Main St will be the temporary operations center or (EOC).
2. Included in the emergency call list will be
   a) Director
   b) General Manager
   c) Scheduler
   d) Dispatcher
   e) Mechanic
   f) City IT Director
3. Will need to obtain the following items
   a) Back up of server and latest backup
   b) Copy of Policy/Procedures
   c) A bus with a LFPT radio
   d) Portable hand held radio
   e) EOC emergency file
4. Contact local EMA
5. Contact local media for public service notifications of operational availability.
6. Contact all employees and employee families to verify their safety.

**CONCEALED WEAPON:** To establish a uniform policy regarding unauthorized weapons, firearms or dangerous ordnances.
1. A weapon or dangerous ordnance includes, but is not limited to: a firearm, club, brass knuckles, any martial arts weapon, a stun gun, Taser, explosives, fireworks or a knife (other than a small folding pocket knife).

2. Employees shall not carry or store a deadly weapon, firearm or dangerous ordnance in a motor vehicle owned or leased by LFPT.

3. Employees conducting LFPT business off the property shall not carry or store a deadly weapon, firearm or dangerous ordnance.

4. Employees who have been issued a Permit to carry a concealed weapon in the State of Ohio is not exempt from the above provisions. Employees who carry or possess a weapon MUST store said weapon, in accordance with the law, prior to entering an area in which a deadly weapon, firearm, or dangerous ordnance is prohibited.

5. LFPT’s prohibition against unauthorized deadly weapon, firearms and dangerous ordnances or threats to use any object as a weapon against any person applies to all employees, including but not limited to, contract and temporary workers, consultants, interns, student help and anyone else conducting business on LFPT property. Violation will be subject to legal action as appropriate. Violation of this policy by an employee may lead to disciplinary action up to and including termination on the first offense.

6. EXCEPTION: This policy does not apply to employees who are required as a condition of their work assignment to possess firearms, weapons, or other dangerous ordnances and are specifically authorized by the Director to do so.

7. All employees and/or third parties are subject to “for cause” searches.

8. LFPT is authorized to search including, but not limited to: desks, purses, briefcases, lunch boxes, vehicles, and any other personal property outside the presence of the employee.

9. If an employee refuses to allow the company to conduct a search, employee is subject to disciplinary action up to and including discharged and immediate escort from the premises.

10. Searches will be conducted by the Director, General Manager, or their designee.

11. The law provides civil immunity for LFPT for any injury, death or other damage that occurs on our property as a result of a licenses concealed hand gun.
Seatbelt Policy

**DIRECTIVE:** To comply with all Ohio traffic laws requiring vehicle occupants to wear safety belts.

**PROCEDURE:**

- **Agency Employees** – All LFPT employees, or all employees of its service providers, are required to wear safety belts while operating or riding as a passenger in any Agency vehicle.

- **Passengers** – All passengers are required to wear safety belts. Each passenger must have his/her safety belt securely fastened before the vehicle will be permitted to begin movement. Passengers seated in wheelchairs will be secured via an approved four-point restraint system. (Please see Wheelchair Securement policy located in the Safety section of this manual for all approved securement devices.)

- **Children** – Children must be properly secured in accordance with the manufacturer’s instructions in a child restraint system that meets State and federal motor vehicle safety standards.
  - The parent/guardian will be responsible for providing & properly securing the child restraint system in a passenger seat,
  - The parent/guardian will then seat and secure the child in the restraint seat. The driver will then inspect the securement.
  - **Once the driver and the parent/guardian are satisfied that installation and securement, the vehicle can then be placed in motion.**

- **Exceptions for Agencies that require the use of Seatbelts.** If the seatbelt is not long enough to be secured, manufacture’s seatbelt extensions will be used. If the extensions do not correct the situation, the passenger will not be required to wear a seatbelt. The driver shall document on his/her manifest & notify dispatcher that the seatbelt could not be secured. Every effort will be made to resolve this problem. Passengers who state they have a medical condition prohibiting the use of seatbelts will not be required to wear the seatbelt. This must be notified to dispatch & documented on the driver’s manifest. The scheduler/reservationist will enter the information under special needs for future trips. The passenger shall not be asked the nature of disability or medical condition that prevents the use of a seatbelt. All attempts should be made to seat these passengers where State law does not require the use of seatbelts.

**RESPONSIBILITIES:** Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Service Animals

**DIRECTIVE:** To provide guidelines for the transport of service animals on transit vehicles.

**DEFINITION:** Service Animal – The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government.

Service animals perform some of the functions and tasks that the individual with a disability cannot perform for him/herself. “Seeing eye dogs” are one type of service animal, used by some individuals who are blind. This is the type of service animal with which most people are familiar. There are service animals that assist persons with other types of disabilities in their day-to-day activities. Some examples include:

- Alerting persons with hearing impairments to sounds.
- Pulling wheelchairs or carrying and picking up things for persons with mobility impairments.
- Assisting persons with mobility impairments with balance.

**PROCEDURE:**

- **Service animals** are permitted to accompany individuals with disabilities in the vehicles and agency facilities. The passenger must be in direct control of the service animals at all times.

- **It is the responsibility** of the passenger to inform the scheduler when scheduling a ride that a service animal will be present. This information is then relayed to the driver through communication with the dispatcher.

- **Dispatchers may ask** the following questions:
  - Is the animal a pet or a service animal?
  - What service has the animal been trained to perform?

- **Dispatchers/Drivers shall not ask** the following questions:
  - What is the passenger’s disability?
  - Does the passenger have proof of certification or other documentation for the service animal?

- **If a situation** occurs, contact the dispatcher immediately for further direction concerning animals.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Service Area

**DIRECTIVE:** To ensure compliance with the American with Disabilities Act (ADA) by providing the same level of service to individuals with disabilities as to other individuals through the entire established service area.

**DEFINITIONS:** Service area is the geographic area in which LFPT will provide transportation of passengers.

**PROCEDURE:**
- **All passengers**, regardless of disability, will have access to the entire established service area.
- **Contracts** for transportation services may stipulate a specific service area, but shall not exclude any participating client based on disability status.
- **LFPT** provides transportation service throughout Fairfield County, as well as a 100-mile radius of the city limits of Lancaster on a limited basis.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Service Hours

**DIRECTIVE:** To establish operational hours for providing public transportation.

**PROCEDURE:**

- **Accessible service** will be offered during the same days and hours as non-accessible service.
- **Lancaster-Fairfield Public Transit** will operate Monday through Saturday with the following operating hours:

  **Demand Response Hours**
  - Monday-Friday: 6:00 a.m. to 6:00 p.m.
  - Saturday: 7:00 a.m. to 5:00 p.m.

  **Memorial Express Deviated-Fixed Route**
  - Monday-Friday: 8:00 a.m. to 5:00 p.m.

  **Main & West & Sheridan Loop Deviated-Fixed Route**
  - Monday-Friday: 7:00 a.m. to 5:00 P.M

  **Pickerington Loop Deviated-Fixed Route**
  - Monday- Wednesday- Friday: 9:00 a.m. to 5:00 p.m.

- **Holidays:** LFPT will be closed in observance of the following holidays:
  - New Year’s Day (January 1)
  - Memorial Day
  - Independence Day (July 4)
  - Labor Day
  - Thanksgiving Day
  - Christmas Day (December 25)

- **Refer to Inclement Weather Policy** in this manual for weather related emergency closings.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Staff Training/ Supervision

**Personnel**

Vendor shall provide the necessary personnel and necessary training to all employees to ensure acceptable work performance and compliance with the requirements of the LFPTS.

All employees and personnel of the Vendor who perform any services shall at all times be considered and remain employees of the Vendor, and the act of performing any services hereunder shall in no way make such persons employees of the City for any purpose. Vendor shall employ the minimal amount of persons in accordance with fulfilling this Agreement in order to complete the terms of this Agreement.

Further, Vendor shall fully satisfy payment for work performed. Without any additional expense to LFPTS, Vendor shall comply with the requirements of employee liability, Worker’s Compensation, employment insurance, Social Security, and all other applicable laws.

No respondent to this RFP shall in any way, directly or indirectly, discriminate against any person because of race, color, handicap, sex, national origin, or religious creed.

Due to the public view and direct contact employees have with the public, Vendor shall consult with and work cooperatively with the City on any and all staffing and employment decisions. Further, the City reserves the right to demand removal from the LFPTS project only, for just and reasonable cause, any personnel furnished by the Vendor. Similarly, Vendor shall not, without prior written notice to City of Lancaster, terminate or relocate key personnel at any time during the term of this Agreement. Failure by the parties to concur on personnel matters, including but not limited to the removal of employees, shall be cause for termination of the contract by the City. The City of Lancaster, ODOT, FTA or their designee(s) will have reasonable access to key personnel including, but not limited to operations manager, dispatchers and drivers.

Vendor shall maintain personnel records for each employee that include, but not be limited to, certificates of training and dates of such training, acknowledgments of receipt of policy and procedure manual, drug and alcohol testing results, and all other personnel information. Vendor shall provide in the proposal packet a copy of anticipated record keeping forms and procedures to be utilized in accordance with this contract.

Vendor will issue each approved driver a photo identification card. Drivers are required to prominently display at all times their identification card, in clear view, on board the vehicle they are driving, or on their person.

In the interests of efficiency, regarding economical, time, and training issues, the City finds that retaining current employees providing services for LFPTS is a sensible and encouraged business practice. Vendor shall designate within the proposal packet their interests, if any, in retaining those current employees. The current Vendor does offer paid time off for all employees plus retirement and insurance benefits to full time employees.

Vendor will allow the City to participate in the management of the Project, including, but not limited to, all hiring and appointment of Project personnel.
Project Manager
Vendor shall employ and designate one (1) Project Operations Manager to work jointly with the Transit Administrator and oversee the daily operations of the service provided to LFPTS. The Operations Manager shall have at least two years of experience in public transit in the State of Ohio, and be on-site to conduct business from the office of LFPTS. Due to the critical role, the City shall be entitled to participate in the selection and employment process of the Operations Manager and shall have equal rights to refusal in selecting said Manager. The Operations Manager will be required to: meet with the City officials regularly to review and discuss the service; assist City personnel with compiling the required information for the City’s preparation of grant applications for funds from local, state and federal sources; assist the City in the generation of contracts in meeting its local cash needs for the transportation project.

Office Staff
The Vendor will supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the services requested by LFPTS, as mutually agreed upon by the Vendor and the City. The Vendor will be responsible for training these employees on the policies and procedures of LFPTS to ensure acceptable work performance and compliance with the requirements of LFPTS. Tasks to be completed by this office staff include, but shall not be limited to, administrative functions of LFPTS, receiving and responding to telephone inquiries, accept and arrange reservations for customers, perform radio dispatching functions, maintain vehicle logs and records, and attend training and meetings when required or requested by Transit Administrator.

Route Match Software® (licensed to and property of the City) is available and will be used by the Vendor. The software includes real-time dispatching with mobile data tablets. Vendor shall maintain dispatching software for each day of service including but not limited to; all trip requests, scheduled and actual pick-up times, drop-off times, mileage, driver hours, no shows, fares collected, any other pertinent information as required or requested by Transit Administrator. Incomplete log information for each incident of service will be treated as a late ride and will be subject to default as stated in Section 6.2. Customer service will be emphasized and a priority. Samples of the software can be viewed on the website http://routematch.com.

Drivers
The Vendor shall supply a minimum number of qualified personnel to operate the equipment and vehicles to adequately provide the services requested in this request for proposals, as mutually agreed upon by the Vendor and the City. The Vendor will be responsible for training all employees on the policies and procedures of LFPTS to ensure acceptable work performance and compliance with the requirements of LFPTS, ODOT and/or FTA. Tasks to be completed by drivers include, but shall not be limited to; operating the vehicles and equipment of LFPTS in a safe manner and in accordance with the laws of the State of Ohio, City of Lancaster, Ohio, and FTA, transporting passengers to designated locations throughout the service area of this Agreement, potentially assist passengers in and out of the vehicles, collect fares from customers, keep buses free of debris, and attend trainings/meetings when required or requested by Transit Administrator. Drivers will be required to maintain vehicle logs for each day of service. Logs will include scheduled and actual pick up times, beginning and ending mileage, driver hours, no shows, and other pertinent information. Vendor should describe in detail its plan to assure drivers are performing the requirements of this agreement.
All employees shall, during the course of their employment, practice good hygiene, be neat and cleanly dressed, and will maintain a courteous and cooperative attitude when in contact with the public. Drivers must wear uniform shirts that identify them as transit provided by the Vendor and be well groomed. All drivers in the program are responsible for the proper care and cleaning of the garments they wear while on duty. Vendor should describe in detail its plan to assure the employees maintain a clean, neat and professional appearance at all times. Shirts with the company logo will be allowed but must meet the criteria stated above and all uniforms must be approved by the Transit Administrator.

Identification must be worn during all hours of employment during any function organized by City or Vendor.

- All drivers must be at least 21 years old, pass the DOT physical exam, pass all pre-employment testing, and be properly licensed in the State of Ohio. In addition, drivers who will be operating vehicles seating more than sixteen (16) passengers (including the driver) or weighing more than 26,001 pounds must possess a valid Commercial Driver’s License (CDL) and meet all CDL requirements.
- Under no circumstances will a driver convicted of a felony or drug/alcohol offense in the past 5 years, be allowed to participate in the project.
- Negative result on prior to hire drug or alcohol screen.
- Before hiring an applicant for employment the transit system must obtain a valid copy of a signed statement from a licensed physician acting within the scope of the physician's practice declaring that the applicant does not have a medical condition or physical condition, including vision impairments that cannot be corrected, that could interfere with safe driving, passenger assistance, and emergency treatment activity or could jeopardize the health and welfare of a client or the general public. A physical may meet this requirement.
- A criminal records background check through the Bureau of Criminal Identification and Investigation (BCI) or by another means which meets or exceeds BCI (subject to County approval), must be conducted for all applicants. Under no conditions will a driver convicted of a felony or theft, domestic violence, assault, drug/alcohol, or sex related offense be allowed to participate in the Project.
- May be required to pass additional background checks per various contract service requirements.
- Current employees who transfer to new Vendor will be treated as new hires, must be drug tested and follow all hiring requirements.
- Drivers will receive refresher courses as set by ODOT, FTA, PASSPORT, other contract service requirement, or Transit Administrator.
- Drivers will collect cash from the passengers. Some passengers may be eligible for transit service based on contracted service agreements and will not pay a fare. Such fares will be billed to the contracted agency. All fares must be reconciled by both the drivers and dispatchers.
- The Vendor is required to promptly notify the City in writing if it becomes aware that a driver is cited for a moving violation or any other traffic or criminal offense, while on or off the job.
- A Drug & Alcohol Screen is Required Prior to Hire and for Post-Accident or Reasonable Suspicion. New hires must be drug tested in accordance with FTA in CFR 49 Part 655 as amended, and part 40 as amended. Current employees who transfer to new Vendor will be treated as new hires and must be drug tested.
- The substances being tested are those listed with FTA. Any employee who fails to submit to the test or to pass the test will be excluded from this program.
- Drivers must be offered hepatitis shots at no cost to the drivers. Drivers who refuse must sign a waiver form.
In the interests of efficiency, regarding economical, time, and training issues, the City finds that retaining current employees providing services for LFPTS is a sensible and encouraged business practice. Vendor shall designate within the proposal packet their interests, if any, in retaining those current employees.
# Checklist/Documentation for Required Driver Training

## Prior to Hire:

<table>
<thead>
<tr>
<th>Type of Training/When Required</th>
<th>Date of Initial Training</th>
<th>Renewal Requirement</th>
<th>Due Date of Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCI Driver License check (must have fewer than 6 points)</td>
<td></td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td>Criminal Background check: Bureau of Criminal Identification and Investigation (BCI) or by another means which meets or exceeds BCI (subject to County approval)</td>
<td></td>
<td>Initial Hire</td>
<td></td>
</tr>
<tr>
<td>Negative result on pre-employment drug screen</td>
<td></td>
<td>Random Tests</td>
<td></td>
</tr>
<tr>
<td>Meet DOT physical requirements</td>
<td></td>
<td>2 years / Annual for CDL</td>
<td></td>
</tr>
<tr>
<td>Release of Prior Employer Drug Test (when applicable)</td>
<td></td>
<td>Initial Hire</td>
<td></td>
</tr>
</tbody>
</table>

## Prior to driving transit vehicle:

<table>
<thead>
<tr>
<th>Type of Training/When Required</th>
<th>Date of Initial Training</th>
<th>Renewal Requirement</th>
<th>Due Date of Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drug &amp; Alcohol policy &amp; testing program (60 minutes)</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blood borne Pathogen policy</td>
<td>Annual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazardous waste cleanup procedures</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hepatitis B – vaccination or declination statement</td>
<td>No deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department &amp; personnel policies &amp; procedures</td>
<td>Annual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Service policy</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client confidentiality/HIPAA requirements</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASSPORT Code of Ethics</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADA Compliance</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Prior to being approved to transport clients:

Five day driver training on board vehicle (minimum):

<table>
<thead>
<tr>
<th>Day</th>
<th>Description</th>
<th>Date of Initial Training</th>
<th>Renewal Requirement</th>
<th>Due Date of Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ride &amp; observer driver/trainer; review operations</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Observe; begin use of radio &amp; driver manifest</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Drive under supervision of driver/trainer</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Drive under supervision of driver/trainer</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Check ride by supervisor</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---Driver cannot be scheduled to drive until approved by supervisor---

## Daily operations:

<table>
<thead>
<tr>
<th>Type of Training/When Required</th>
<th>Date of Initial Training</th>
<th>Renewal Requirement</th>
<th>Due Date of Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Radio operation and procedures</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proper completion of timesheets</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle operations (pre-trip inspections, spotters, etc.)</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post-accident procedures</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fare collection &amp; reconciliation with manifests</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Correct completion of driver manifests and contract requirements</td>
<td>Initial Hire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proper four point wheelchair tie-down procedures</td>
<td>2 years</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Within six months of hire & before transporting PASSPORT:

<table>
<thead>
<tr>
<th>Type of Training/When Required</th>
<th>Date of Initial Training</th>
<th>Renewal Requirement</th>
<th>Due Date of Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRIVE training: Passenger (&amp; age) sensitivity &amp; assistance</td>
<td></td>
<td>3 years</td>
<td></td>
</tr>
<tr>
<td>Defensive Driving (National Safety Council)</td>
<td></td>
<td>3 years</td>
<td></td>
</tr>
<tr>
<td>CPR</td>
<td></td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td>First Aid</td>
<td></td>
<td>3 years</td>
<td></td>
</tr>
<tr>
<td>Proper use of fire extinguisher</td>
<td></td>
<td>3 years</td>
<td></td>
</tr>
</tbody>
</table>

## As offered by the Agency or State:

<table>
<thead>
<tr>
<th>Type of Training/When Required</th>
<th>Date of Initial Training</th>
<th>Renewal Requirement</th>
<th>Due Date of Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drug Free Workplace</td>
<td>Annual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Violence in the Workplace</td>
<td>2 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sexual Harassment</td>
<td>2 years</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Any additional training offered or required by the City of Lancaster, Fairfield County, ODOT Office of Transit, FTA or contracts.
CONTINGENT OFFER OF EMPLOYMENT AT RIDE RIGHT, LLC ("RIDE RIGHT")

Date: ____________________ Date of hire: ____________________
First Name: ____________________ Last Name: ____________________

We enjoyed meeting with you and are pleased to extend a contingent offer to join the RIDE RIGHT team. Continued employment is conditional upon all of the following:

Manager Initials Candidate Initials

1) Within three (3) days of employment, you must provide the necessary documents to establish your identity and employment eligibility in compliance with The Immigration Reform and Control Act. You will be provided with the list of several types of documents which are acceptable;

2) A clear drug screen. RIDE RIGHT and its employees have a responsibility to maintain a drug-free workforce under the Drug-Free Workplace Act of 1988. RIDE RIGHT strongly believes that a drug-free work environment is healthier, safer, and more productive. Therefore, as a condition to continued employment with RIDE RIGHT, each applicant must successfully complete a drug screen and will be subject to random drug screens thereafter;

3) The completion of a satisfactory background check;

4) Providing all required licensing to RIDE RIGHT;

   a. This position requires a Class ___ License with ___ endorsement

5) Successful completion of RIDE RIGHT’s training program;

6) Successful completion of a 90 day introductory period with RIDE RIGHT;

   and
7) Satisfactory Physical Examination as required by RIDE RIGHT.

CONTINUED EMPLOYMENT AT RIDE RIGHT IS CONTINGENT UPON ALL REQUIREMENTS LISTED ABOVE.

You are being offered a conditional position of employment at Ride Right for the position of ____________ at _______________ location.

This conditional employment will be ____________ full time status (minimum 35 hours per week) or ____________ part time status with ____________ hours per week.

Your rate of pay will be ________________

Upon completion of our 90 day eligibility period and in accordance with plan specifications, you will be eligible to participate in several of the company benefit programs. These include the company health plan, vacation pay, participation in the 401k program, holiday pay, and direct deposit programs. Details of these benefits will be provided to you during training.

EMPLOYMENT WITH RIDE RIGHT IS "AT WILL" AND CAN BE TERMINATED WITH OR WITHOUT NOTICE BY EITHER PARTY AT ANY TIME FOR ANY REASON.

Please confirm your acceptance of this contingent offer of employment by signing below.

Welcome to RIDE RIGHT LLC. We look forward to you being a member of our team!

Offer accepted by (Please sign): _______________________________ Date: __________

Manager's Signature: _______________________________ Date: __________
### WEEK ONE

<table>
<thead>
<tr>
<th>DAY ONE</th>
<th>6.5 - 7.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLS 60</td>
<td>Optional Welcome - Local Information</td>
</tr>
<tr>
<td>CLS 60</td>
<td>Introduction to Professional Driving</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Federal Regulations</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Hazards Communications</td>
</tr>
<tr>
<td>CLS 60</td>
<td>Creating a Drug &amp; Alcohol Free Workplace</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Preventing Harassment</td>
</tr>
<tr>
<td>CLS 20</td>
<td>Bloodborne Pathogens</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Fatigue Management</td>
</tr>
<tr>
<td>CLS 20</td>
<td>Wellness</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Whistleblower</td>
</tr>
<tr>
<td>CLS 90</td>
<td>Safety Best Practices</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAY TWO</th>
<th>7.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLS 30</td>
<td>Introduction To The Bus</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Pre-trip Inspections</td>
</tr>
<tr>
<td>PDS 60</td>
<td>Pre-Trip and Post-Trip Inspections</td>
</tr>
<tr>
<td>OBS 60</td>
<td>Pre-Trip and Post-Trip Inspections</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Mirror Adjustments &amp; Reference Points</td>
</tr>
<tr>
<td>PDS 60</td>
<td>Mirrors and Reference Points</td>
</tr>
<tr>
<td>OBS 60</td>
<td>Mirrors and Reference Points</td>
</tr>
<tr>
<td>CLS 90</td>
<td>LLC Defensive Driving</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAY THREE</th>
<th>7.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDS 30</td>
<td>Pre-Trip and Post-Trip Inspections</td>
</tr>
<tr>
<td>OBS 30</td>
<td>Pre-Trip and Post-Trip Inspections</td>
</tr>
<tr>
<td>BTW 180</td>
<td>Closed Course</td>
</tr>
<tr>
<td>OBS 180</td>
<td>Closed Course</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAY FOUR</th>
<th>7.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLS 30</td>
<td>Preventing Driver Distractions</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Following Distance</td>
</tr>
<tr>
<td>BTW 180</td>
<td>On-the-road, subjects above</td>
</tr>
<tr>
<td>OBS 180</td>
<td>On-the-road, subjects above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAY FIVE</th>
<th>7.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLS 30</td>
<td>Intersections</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Railroad Crossings</td>
</tr>
<tr>
<td>BTW 180</td>
<td>On-the-road, subjects above</td>
</tr>
<tr>
<td>OBS 180</td>
<td>On-the-road, subjects above</td>
</tr>
</tbody>
</table>

### WEEK TWO

<table>
<thead>
<tr>
<th>DAY SIX</th>
<th>7.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLS 30</td>
<td>Pedestrian Awareness</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Preventing Backing Accidents</td>
</tr>
<tr>
<td>BTW 180</td>
<td>On-the-road, safe driving skills</td>
</tr>
<tr>
<td>OBS 180</td>
<td>On-the-road, safe driving skills</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAY SEVEN</th>
<th>7.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLS 30</td>
<td>Merging, Lane Changing &amp; Passing</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Special Driving Conditions</td>
</tr>
<tr>
<td>BTW 180</td>
<td>On-the-road, safe driving skills</td>
</tr>
<tr>
<td>OBS 180</td>
<td>On-the-road, safe driving skills</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAY EIGHT</th>
<th>7.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLS 45</td>
<td>Introduction to ADA &amp; Sensitivity</td>
</tr>
<tr>
<td>CLS 45</td>
<td>ADA, Lifts, Ramps &amp; Security</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Professionals/ Customer Service</td>
</tr>
<tr>
<td>PDS 150</td>
<td>Lift Operations</td>
</tr>
<tr>
<td>PDS 150</td>
<td>Security Systems</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAY NINE</th>
<th>7.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLS 30</td>
<td>Map Reading</td>
</tr>
<tr>
<td>CLS 60</td>
<td>Conflict/Agression Management</td>
</tr>
<tr>
<td>CLS 30</td>
<td>Accident &amp; Emergency Procedures</td>
</tr>
<tr>
<td>CLS 30</td>
<td>NTI - Warning Signs</td>
</tr>
<tr>
<td>BTW 150</td>
<td>On-the-road</td>
</tr>
<tr>
<td>OBS 150</td>
<td>On-the-road</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAY TEN</th>
<th>7.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLS 30</td>
<td>Classroom Mastery Test</td>
</tr>
<tr>
<td>BTW 180</td>
<td>On-the-road, Safe Driving &amp; Routes</td>
</tr>
<tr>
<td>OBS 180</td>
<td>On-the-road, Safe Driving &amp; Routes</td>
</tr>
<tr>
<td>BTW 60</td>
<td>On-the-road, Final Assessment</td>
</tr>
</tbody>
</table>

**Key**
- **CLS**: Classroom
- **PDS**: Pre-Driving Skills
- **OBS**: Observation
- **BTW**: Behind the Wheel

**TOTAL HOURS**
- Classroom: 20.5
- Pre-Driving Skills: 7.0
- Observation: 23.0
- Behind the Wheel: 21.5

**Total**: 72 hours
Classroom Hours

Use this two part form to track each student's time in the classroom. If your location has specific topics that you must cover, you can write them down in the blank spaces provided.

<table>
<thead>
<tr>
<th>Course Title</th>
<th>Time</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction to Professional Driving</td>
<td>P F</td>
<td>60 mins</td>
</tr>
<tr>
<td>Federal Regulations</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Hazards Communication</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Creating a Drug &amp; Alcohol Free Workplace</td>
<td>P F</td>
<td>60 mins</td>
</tr>
<tr>
<td>Preventing Harassment</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Bloodborne Pathogens</td>
<td>P F</td>
<td>20 mins</td>
</tr>
<tr>
<td>Fatigue Management</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Wellness</td>
<td>P F</td>
<td>20 mins</td>
</tr>
<tr>
<td>Whistleblower</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Safety Best Practices</td>
<td>P F</td>
<td>90 mins</td>
</tr>
<tr>
<td>Introduction To The Bus</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Pre-trip Inspections</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Mirror Adjustments &amp; Reference Points</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>LLC Defensive Driving</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Preventing Driver Distractions</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Following Distance</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Intersections</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Railroad Crossings</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Pedestrian Awareness</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Preventing Backing Accidents</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Merging, Lane Changing &amp; Passing</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Special Driving Conditions</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Map Reading</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Introduction to ADA &amp; Sensitivity</td>
<td>P F</td>
<td>45 mins</td>
</tr>
<tr>
<td>Lifts, Ramps &amp; Securement</td>
<td>P F</td>
<td>45 mins</td>
</tr>
<tr>
<td>Professionalism/Customer Service</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>Conflict/Aggression Management</td>
<td>P F</td>
<td>60 mins</td>
</tr>
<tr>
<td>Accident &amp; Emergency Procedures</td>
<td>P F</td>
<td>30 mins</td>
</tr>
<tr>
<td>NTI - Warning Signs</td>
<td>P F</td>
<td>30 mins</td>
</tr>
</tbody>
</table>

Student Signature _____________________________ Trainer Signature ___________________________

© 2011 TapTCO, Inc. Pantransport version
White Copy - stays in the book at the student's personal file. Yellow copy - tear off and give to student for his or her reference.
SUBJECT: Tips, Gifts & Gratuities

DIRECTIVE: To present guidelines for the acceptance of tips, gifts and gratuities within the Lancaster-Fairfield Public Transit.

PROCEDURE:
✓ The Lancaster-Fairfield Public Transit does not permit employees, and/or any contracted service provider or representative thereof, to accept tips, gifts or gratuities.

✓ In the event that a passenger accidentally overpays fares into the farebox, or there is cash mailed to the LFPT office without a return address and no way to return it, the money will be submitted to the Director with its purpose to be included into a staff rewards account. The money will be utilized for LFPT office and/or staff functions.

RESPONSIBILITY: The LFPT Director is ultimately responsible for the tracking of such occurrences and ensuring compliance of its employees and/or service provider. Violations of this policy will result in disciplinary action up to and including termination.
Notifying the Public of Rights under Title VI

- The City of Lancaster operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Lancaster.

- For more information on the City of Lancaster civil rights program, and the procedures to file a complaint, contact the Service Safety Director at 740-687-6608, (TTY 800-750-0750); email servicedirector@ci.lancaster.oh.us; or at 104 E. Main Street, Lancaster, Ohio 43130. For more information, visit http://www.ci.lancaster.oh.us/242/Transit

- For transportation-related Title VI matters, a complaint may be filed directly with the Ohio Department of Transportation by filing a complaint with the Office of Equal Opportunity, Attention: Title VI Coordinator, 1980 West Broad Street, Columbus, OH 43223.

- For transportation-related Title VI matters, a complaint may be filed directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

- If information is needed in another language, contact 740-687-6608.

- Notification: The City of Lancaster has posted information onto our website and in all of our public transit vehicles pertaining to the Public Rights under Title VI. We have also added Title VI information to our public transit brochures as of December 2012.
Title VI Complaint Procedure

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of Lancaster (hereinafter referred to as “the City”) may file a Title VI complaint by completing and submitting the agency’s Title VI Complaint Form. The City of Lancaster investigates complaints received no more than 180 days after the alleged incident. The City will process complaints that are complete. Once the complaint is received, the City will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The City has 15 business days to investigate the complaint. If more information is needed to resolve the case, the City may contact the complainant. The complainant has 15 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the City can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has 15 business days after the date of the letter or the LOF to do so.

For transportation-related Title VI matters, a person may also file a complaint directly with the Ohio Department of Transportation, at ODOT Office of Equal Opportunity, Attention: Title VI Coordinator, 1980 West Broad Street, Columbus, OH 432230. For transportation-related Title VI matters, a person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.
You may attach any written materials or other information that you think is relevant to your complaint.

_____________________________________  ________________________
Signature                          Date

***Signature and date required.

Please submit this form in person or mail this form to: City of Lancaster, SSD; 104 East Main Street; Lancaster, Ohio 43130
Limited English Proficiency Plan  
Four-Factor Analysis 2012

Limited English Proficiency (LEP) is a term used to describe individuals who are not proficient in the English language.

Federal law: Title VI of the Civil Rights Act of 1964 - National Origin Discrimination Against Persons with Limited English Proficiency and (Presidential) Executive Order 13166 - requires Federal departments and agencies to develop and make available guidance on how recipients of Federal funds should assess and address the needs of LEP individuals seeking assistance.

The US Department of Transportation (DOT) developed guidance titled A Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient Persons. This guidance was issued to ensure that persons in the United States are not excluded from participation in DOT-assisted programs and activities simply because they face challenges communicating in English.

The intent of this plan is to ensure that LEP individuals have access to published information and transportation services in Pickaway County. The production of multilingual publications and documents and/or interpretation at meetings/events will be provided to the degree that funding permits based on current laws and regulations.

FACTOR 1: The number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population.

1. Geographical Boundaries of the City’s Public Transit Service Area. The City’s Public Transit services Fairfield County, Ohio

2. Analysis of U.S. Census Data. Data from the U.S. Census Bureau’s 2010 Decennial Census (http://quickfacts.census.gov/qfd/states/39/39045.html and http://factfinder2.census.gov/faces/tablesservices/jsf/pages/productview.xhtml?src=bkmk) was analyzed as part of the process to determine the number or proportions of population groups eligible
to be served. According to the US Census Bureau, in 2010, the population in Fairfield County was 146,156 persons. Of the persons five-years old and older (134,499), 129,291 of them (96%) speak English only. The next categories that show significant language usage other than English are the populations of Spanish speaking persons (2,053 – 1.5%) and Other Indo-European language speakers (1,816 – 1.4%). Less than 1/3 (602) of those identified as Spanish speaking individuals indicated they speak English less than very well, and this total represents .4% of the population studied. As for the Other Indo-European language speakers, the number indicating they speak English less than very well is 633 persons, 0.4% of the overall population. Persons who speak other languages are identified as Asian and “All other languages” comprise 1,339 persons out of the population study, 10% of the total of which only 536 speak English less than very well.

3. Concentrations of LEP Persons within the City’s Public Transit Service Area. The total percentage of "Linguistically Isolated Households" in Lancaster is 2.6% of the county population (approximately 3,800 people). The determination is that this is a "small LEP population".

**FACTOR 2: The Frequency with Which LEP Individuals Come into Contact with THE CITY Services.**

1. The City’s Prior experiences with LEP Individuals related to transportation. From 2008 to 2012, there has been only one reported individual that sought to use the City’s Public Transit services that did not speak English. This individual was deaf and used ASL. The individual was able to communicate through an interpreting service to make trip reservations and by gestures with the driver.

**FACTOR 3: The Importance of THE CITY Services to LEP Persons.**

1. Accessing Services. The City provides demand-responsive public transportation to the service area already mentioned in Factor 1. Other than the City, there is one taxi service that runs in the City of Lancaster, but no other option for public transportation throughout Fairfield County. Persons accessing public transportation through the City utilize the services for employment, medical, educational, and social purposes. Many riders do not have any other means of transportation, and are truly transit dependent. As there have been so few encounters with LEP persons to date, it is only assumed that those individuals that are identified as LEP persons would most likely have similar reasons for using public transit. Working with our local department of Job and Family Services, we continue to work to identify LEP populations and how we may better serve those areas/individuals through outreach efforts and accessibility.

**FACTOR 4: The Resources Available to the Recipient and Costs.**

1. Accessing Available Resources. Currently, the manner in which encounters with LEP persons have been managed is by using other family members who can help communicate with LEP individuals or the LEP person has utilized written messages to accomplish the use of the City services.
2. Additional Services needed to Provide Meaningful Access. Although it is not likely that there will be very many more encounters with LEP persons in the foreseeable future, it is desirable to make every effort to remove any barriers that are presented to LEP persons to keep them from accessing the City services. The City is located in Lancaster, OH where there is a local branch of Ohio University which provides ASL interpreters that we may contact if necessary. We are able to use teachers in our local school district for languages such as Spanish, Latin, German or French. In addition, we offer our service brochure online which an individual may choose to translate via internet translation, and we offer an audio format in order to accommodate LEP persons who are either limited by other language barriers, or by those who have the inability to read. In addition, our staff each carries a one-page language identification card for any individual with limited English to request the appropriate language in which they would like an interpreter.

3. Accessing Budgetary Adjustments. The City will continue look for ways to improve the accessibility of our services through internet and printed material. Limited copies will be printed as the need is present; however it is very minor in the population of individuals throughout our service area.

Although the City has only experienced one encounter with an individual with LEP in the past four years related to transportation, it is understood that the potential still exists for increased frequency. Based on the most recent 2010 census data, the second most utilized language in Fairfield County at a .3% usage is Spanish. Therefore, we will focus our efforts on providing alternate information in this language; however, we will also keep in mind that there were other languages identified in the census of which there is a potential for contact.

- Notification: the City has posted information onto our website and in all of our vehicles pertaining to the Public Rights under Title VI. We have also added Title VI information to our brochures to be printed in December 2012.
- Resources: the City staff will create a tracking system to record requests made by any individual with limited English proficiency. The City will work with local translators to create and make available alternate formats of our current printed and electronic publications in Spanish. In addition, the City will add a tagline that Spanish materials are available upon request to all printed and electronic English distributions. The City will begin to incorporate pictographs on material, in our administrative office and on our vehicles (e.g., no smoking, no eating, no drinking, etc.)
- Since our last program submission (2008), we continue to work with our local Job & Family Services, Community Action Program, Homeless Services and Independent Living Centers to engage minority and limited English proficient populations in Fairfield County. The City has been utilizing a one-page language identification card in which individuals point to specify their language. This enables our staff reach an appropriate interpreter. This flyer is available at the Administrative office and with each driver on a vehicle. We are working with Language Line Services located in Monterey, CA for translation services and are also able to use teachers from local school districts for Spanish speaking individuals. In addition, there is an advocacy group that has helped us promote information to their Spanish speaking communities in the northwest corner of Fairfield County (2010).
• Translation materials: the City will work with local translators to create the following materials to be available in Spanish: page on the City website, Elderly and Disabled application, one-page flyer, transit brochure. The City will post signs notifying the public of the alternate forms and will also notify local agencies and organizations of these materials when they are available. For long-range planning, the City will also look at the possibility and feasibility of including an automated telephone voice message for language assistance and how to access that assistance.

• Outreach efforts: the City will include information pertaining to LEP in the bi-annual surveys, conduct focus groups to develop an evaluation tool to assess the LEP service provision. The City will also work with members of the Coordinated Human Service Public Transportation Plan to coordinate additional surveys throughout the County.

• The City will review the LEP plan on an annual basis. This review will include staff training on the LEP policy and procedures to ensure everyone at the City knows how to appropriate and efficiently handle any experience or communication barrier that may arise.

PUBLIC PARTICIPATION PLAN:
Currently, our LEP population is extremely limited.

a. TAC meetings as well as all public hearings for City of Lancaster, Public Transit, will be at locations and times convenient and accessible for minority and LEP riders. Whenever public hearings are held to address important issues such as fare increases or major service reductions, more than one public hearing will be held to allow better access to LEP persons. We also offer free fares to individuals wanting to attend TAC meetings and/or public hearings to make certain fares are not an obstacle.

b. TAC & public hearings are advertised as open to the public and held at accessible locations. TAC meetings are held at the transit facility on normally at 2:00 pm on Friday, bi-monthly. Public hearings are held at the City Council Chamber Monday at 7:00 pm twice a month and are normally telecast on public TV. By having meetings at two different times and locations, it allows more flexibility for those on set schedules. We make efforts to post our meeting notice through all local human service agencies, including JFS. If the meeting pertains to service change or fare increase. We will be flexible to accommodate requests at other times and locations if made aware of the need. Any cancellations would be posted on the City’s website, and sent out electronically.

c. We will work with JFS, and our local school districts to reach out to the LEP population in our community. We also work with local radio and newspapers for public service announcements.

d. During our marketing campaign, we will address the LEP guidelines to make other organizations aware.
## LIST OF TRANSIT-RELATED TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS (GENERAL REQUIREMENT)

<table>
<thead>
<tr>
<th>Period: 1/1/2012-8/31/2015</th>
<th>Date (Month, Day, Year)</th>
<th>Summary (include basis of complaint: race, color, or national origin)</th>
<th>Status</th>
<th>Action(s) Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigations</td>
<td>NONE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lawsuits</td>
<td>NONE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complaints</td>
<td>NONE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Send a copy of the Investigations, Lawsuits and Complaint table (see below) to david.walker@dot.ohio.gov.*

*All documentation MUST be received by August 31, 2015.*

---

### THE CITY Technical Advisory Matrix 2014-2015

<table>
<thead>
<tr>
<th>Body</th>
<th>Caucasian</th>
<th>Black or African American</th>
<th>Asian</th>
<th>Native Hawaiian &amp; Other Pacific Islander</th>
<th>American Indian &amp; Alaska Native</th>
<th>Other Race</th>
<th>Two or More Races</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>90.20%</td>
<td>6%</td>
<td>1.10%</td>
<td>&gt;0.1%</td>
<td>0.20%</td>
<td>0.60%</td>
<td>1.90%</td>
</tr>
<tr>
<td>Technical Advisory Committee</td>
<td>83%</td>
<td>17%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>
Vehicle Advertising Restrictions

DIRECTIVE: To present guidelines for the display of advertising messages purchased for public view on LFPT vehicles.

Guidelines:
Advertisements considered for public display inside or on the exterior of any and all LFPT vehicles:
✓ Cannot address or promote political candidacies of any kind
✓ Cannot address or promote political issues of any kind
✓ Cannot promote the usage or existence of any alcohol or tobacco product
✓ Cannot convey a sexual tone, as evaluated by the Transit Director
✓ Cannot convey a violent tone, as evaluated by the Transit Director
✓ Cannot address any controversial issues or topics as evaluated by Transit Director
✓ Cannot convey a religious message as evaluated by the Transit Director

The Transit Director is ultimately responsible for the content and appropriateness of all advertisements displayed on LFPT vehicles.
Vehicle Maintenance Policy

DIRECTIVE: To establish a quality preventive maintenance program that will ensure safe, reliable vehicles in the best possible condition, provide the best quality maintenance with the least amount of service interruption and lower operating costs. Routine maintenance and repairs of LFPT vehicles will be managed by the Transit Mechanic. The City of Lancaster is dedicated to the preservation of the vehicles operated for its public transit service. This maintenance oversight policy is applied to all vehicles owned by the City (LFPT) and operated by its contracted service provider. To measure effectiveness of maintenance, the Transit Director will monitor the reliability of vehicles (number of road calls); operating efficiency (gallons of fuel & parts cost per mile); and labor productivity (labor hours per 1,000 miles).

PROCEDURE:

✓ Each driver is responsible for completing a proper DVI (pre and post trip) to report mileage, any noticeable defects, and when any preventive maintenance is necessary (i.e. oil changes, squeaky brakes, non-operating lights, etc.) All DVIs are to be given to Dispatcher at the end of each day.

✓ The transit service provider General Manager and/or Dispatcher/Scheduler will provide the Transit Mechanic a daily vehicle list of noted items attached to DVIs. The Transit Mechanic will schedule the vehicle for maintenance. A Vehicle Service Record, located inside the Transit Mechanic’s Office, will be completed, indicating the need for service.

✓ The TRANSIT MECHANIC will perform the necessary maintenance. If there is to be an unexpected delay, or if in the event the Transit Mechanic is not able to perform the work, he/she will schedule for the vehicle to be serviced at a reputable service provider, and notify the Director, General Manager and Scheduler/Dispatcher of the delay in service.

✓ The TRANSIT MECHANIC will log all maintenance activities into the individual vehicle maintenance log. The log includes activity performed, date of maintenance activity, and mileage of the vehicle at the time of each maintenance activity as well as total parts and labor cost.

✓ Upon completion of the scheduled maintenance, the Transit Director, General Manager and Dispatcher/Scheduler will be notified that the service has been completed.

  o If the vehicle becomes disabled after hours, the driver will contact the Dispatcher. The Dispatcher/Scheduler will contact the Transit Mechanic or Director. The Transit Mechanic will determine if the vehicle can be driven or towed to the transit shop, or to a reputable service provider.

✓ Preventative Maintenance Inspections (PMI) will be performed using an inspection that meets and/or exceeds manufacturer guidelines on gasoline powered vehicles. The following schedule will be followed (detailed inspections on following pages):

  o A-PM every 5,000 miles
  o B-PM every 10,000 miles
  o C-PM every 20,000 miles
  o D-PM every 40,000 miles

✓ All gas powered engines will use full synthetic 5W30 oil. This oil allows the vehicle to run for more than 10,000 miles. All diesel powered vehicles will use full synthetic 15W40 motor oil. This oil has been proven to outperform most oils. Oil analysis has shown the oil can go more than the 10,000 miles
between service intervals. Oil analysis will be done at the beginning of every year to test the engines state of health and overall condition

- Vehicle wheel chair lifts and ramps will receive a Preventative Maintenance that meets and or exceeds manufacturer guidelines at the time of vehicle preventative maintenance.
- All inspections will be performed based on the manufacturer’s recommended specifications.
- To confirm that each PMI is performed in a timely manner, odometer readings from the driver’s pre-trip inspection form is recorded daily. To confirm these mileages, fleet odometer readings will be recorded and compared to data records on a monthly basis.
- All PMIs performed will include documentation on all ADA equipment (lifts, ramps, securement devices, etc.) as according to the manufacturer’s recommended specifications.
- The contractor will have vehicle records available to the City. Any minor (non-safety related) defects identified during the Daily Vehicle Inspection process will be listed in the vehicle file. Any additional defects identified during the PMI will be documented by the mechanic. All defects noted from these inspections will be corrected prior to returning the vehicle to service.
- Extend the useful life (when possible) of the vehicles operated
  - Each vehicle will be subject to the PMI Schedule with an allowance of mileage by 10%± based on manufacturer suggested schedules.
  - Reduce the number of vehicle breakdowns and road calls. Industry standards for road calls are a minimum of 3,000 miles between road calls, a maximum of $.16 per mile for replacement parts, and a minimum of 3.6 miles per gallon of fuel. In addition, a minimum of 225 miles between one quart of engine oil, and a minimum of 19 labor hours per 1,000 miles and a maximum of 27 labor hours per 1,000 miles.
  - When a problem is noted on the Daily Vehicle Inspection Report, it will be addressed by the Transit Mechanic.
  - Maintain vehicles to manufacturer’s specifications to assure maximum use of all vehicle warranties
  - Track maintenance costs to determine feasibility of continued operations of “problem” vehicles
  - Transit Mechanic is to maintain separate files on each vehicle’s work including activity performed, date of maintenance activity and mileage of the vehicle at the time of each maintenance activity as well as total parts. Copies of documentation from work performed by outside service and maintenance facilities should also be maintained in the file. Copies of invoices for parts purchased will be kept with accounting records.

- **DAILY VEHICLE INSPECTION REPORT** will be used by the Contractor (to be approved by the City of Lancaster). All drivers are required to perform a pre-trip inspection, at the beginning of their shift prior to departure from the transit facility. The daily vehicle inspection is a requirement of the Federal Transit Administration.

- All vehicle defects are to be recorded on the approved Vehicle Inspection Report. Any defects that affect the operational safety of the vehicle are to be reported immediately to the Supervisor so that arrangements can be made to repair the defect immediately and or replace the bus.

- Drivers are never to operate a vehicle with questionable safety issues.
- Unless there is an immediate safety issue, this form is to be submitted to the Supervisor at the end of the shift. Each form should be signed, and dated with the time the form was completed for each section.
- First shift drivers are to complete column #1 prior to leaving the transit facility. Second shift drivers are to complete column #2 prior to leaving transit facility. Driver (either first or second shift) is to complete column #3 upon return of vehicle at end of day.
✓ As required by ADA regulations, all lifts must be cycled during the daily vehicle inspection. Any problems with the operation of the lift must be reported immediately to the Supervisor.

✓ The daily vehicle inspection process will be part of all new driver orientation and training. A refresher course will be conducted annually during a monthly safety meeting to ensure all drivers are familiar with the process and to ensure that all vehicles are given the most thorough inspection possible.

✓ WHEELCHAIR LIFTS - Cycling of the wheelchair lifts is included in the Daily Vehicle Inspection Report by the driver. Should the driver realize a problem with the lift’s operations, he/she is to report that immediately to the Supervisor who will address the issue and either corrects the problem or takes the vehicle out of service and makes arrangements for the lift to be repaired by a certified technician. All inspections would be performed based on the number of cycles to be determined by the manufacturer.

✓ ANNUAL THIRD PARTY CONTRACTOR REVIEWS will be conducted at least twice per year (two times per calendar year), The City of Lancaster’s Transit Mechanic and/or other staff as assigned; will complete an annual comprehensive review of the operations of the third party contractor. This includes, but is not limited to, reviewing vehicle maintenance records and spot check of vehicle conditions (cleanliness, operations, etc.) on a scheduled and unscheduled basis.

RESPONSIBILITIES: The success of this policy and maintenance program depends on its leadership; therefore the Transit Mechanic will be directly accountable for the success or failure of the program; however, the Transit Director will ensure that daily vehicle inspections are being completed with scheduled and unscheduled monitoring of completed forms and witnessing drivers actually performing the inspections and the compliance of employees of LFPT and/or its service provider.
Wheelchair Lift Operations

ONLY EMPLOYEES OF LANCASTER-FAIRFIELD PUBLIC TRANSIT OR ITS SERVICE PROVIDER WHO ARE TRAINED IN THE OPERATION OF WHEELCHAIR.lifts ARE PERMITTED TO CONTROL THE LIFT PLATFORM OF ANY VEHICLE.

DIRECTIVE: To comply with the Americans with Disabilities Act of 1990 in providing equal access to public transportation for persons with disabilities.

PROCEDURE: Employees of any contracted service provider for LFPT will be expected to follow procedures set forth by each wheelchair lift manufacture manual, in lieu of the following procedures.

Example 1 – It is the practice of LFPT to attempt to transport any mobility device regardless of shape and size when the weight of the device does not exceed the manufacturer’s recommended capacity when occupied or the device is within the recommended width/length of the manufacturer’s recommendations. Special techniques may be required when providing door-to-door service for a passenger in a wheelchair. When assisting non-ambulatory passengers, please follow the procedure outlined below.

- ✓ Positioning the Vehicle
  1) Ensure that the vehicle is parked on level ground and not leaning toward or away from the loading ramp.
  2) For stopping points close to structures, ensure adequate room for platform deployment and passenger maneuverability.
  3) Lift platform should rest on concrete or pavement when completely deployed. Avoid loading areas which are soft, wet, slippery, etc.

- ✓ Lift Deployment
  4) Set the vehicle parking brake with the transmission in the PARK position and the engine running.
  5) If the vehicle is equipped with a fast idle option, ensure the switch is ON.
  6) Open the lift door(s) and locate the controls.
  7) Ensure that the area is clear and the passenger is a safe distance from the extended platform.
  8) Unfold the platform from the stowed position ensuring that, when extended, the lift is level with the ground.
  9) If the lift is not level when fully extended, report the condition to the immediate Supervisor and/or Transit Mechanic for repair/maintenance.
  10) Lower the platform to ground level until the roll stop unfolds to allow for loading.

- ✓ Loading/Unloading the Passenger
  1) Inform the passenger that loading will begin. It is important to communicate with the passenger at every point in the loading process to ensure that passengers are prepared for the movement of the lift and the necessary maneuvering inside the vehicle prior to securement.
  2) Always hold the wheelchair handles when raising and lowering the lift platform.
3) Ensure that the passengers’ arms and legs are kept as close to the body as possible to avoid injury during operation.
4) Back the passenger onto the platform and secure the wheelchair brakes.
5) If the wheelchair is electric, ensure that the power is turned off and the transmission is in neutral.
6) If space permits, ride the lift platform with the passenger. If the space is too restrictive, stand alongside the platform while raising and lowering the platform.
7) Once the platform is level with the floor of the vehicle, release the wheelchair brakes and back the passenger into position for securement.
8) Secure the chair as described in the Securement policy.
9) Return the ramp to the stow position before setting the vehicle in motion.

✓ Standees
1) LFPT will allow ambulatory passengers to use the lift for boarding/alighting the vehicle if requested; a mobility device or aid is not required.
2) Ensure that the passenger stands in the center of the platform and holds both handrails while the lift is in motion.
3) Follow the operation procedures described above.

✓ Manual Operation  In the event of an electrical malfunction aboard the vehicle, it may be necessary to operate the lift manually by following these instructions:
1) Locate the manual operation instructions on or near the pump cover.
2) To load/unload a passenger from the vehicle using the manual method, locate the hand pump handle (During the pre-trip inspection this should always be checked to verify the manual handle is present.)
3) Place the slotted end of the pump handle into the pump, release valve, and turn it counterclockwise on-half turns.
4) Let platform fully unfold until it reaches floor level then turn the pump release valve clockwise to stop the platform. The valve must be tight; making sure not to over tighten.
5) Place the passenger on the lift platform within the yellow boundary markings and lock the wheelchair brakes.
6) Turn the pump release valve one-half turn counter clockwise until the platform reaches the ground and the roll stop fully unfolds.
7) Release the wheelchair brakes and move the passenger off the lift.
8) To stow the platform back into the vehicle, insert the slotted end of the pump handle into the pump valve and turn it clockwise one-half turns. Remember not to over tighten the valve.
9) Remove the pump handle from the release valve and place it into the back-up pump and stroke until the platform reaches floor level.

✓ Low ramp min-vans
1) Set the vehicle parking break with the transmission in the PARK position and the engine running.
2) If the vehicle is equipped with a fast idle option, ensure the switch is ON.
3) Open the lift door(s).
4) Ensure that the area is clear and the passenger is a safe distance from the extended platform.
5) Unfold the platform from the stowed position ensuring that, when extended, the lift is level with the ground.
6) If the lift is not level when fully extended, report the condition to the immediate Supervisor and/or Transit Mechanic for repair/maintenance.

7) Lower the Platform to ground level ensuring that roll stop unfolds to allow for loading.

8) Back the passenger onto the platform and into position inside the vehicle, securing the wheelchair brakes when finished.

9) If the wheelchair is electric, ensure that the power is turned off and the transmission is in neutral.

10) Secure the wheelchair as described in the Securement policy.

11) Return the ramp to the stow position.

12) Close the lift door(s).

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Wheelchair Securement

**DIRECTIVE:** To comply with the American with Disabilities Act of 1990 in providing equal access to public transportation for persons with disabilities.

**PROCEDURE:** Employees of any contracted service provider for LFPT will be expected to procedures set forth by each wheelchair lift manufacture manual, in lieu of the following procedures.

- **LFPT** passengers must wear safety belts at all times while aboard a LFPT vehicle. All passengers using wheelchairs and other mobility devices will be secured using a four-point tie-down system.
- **LFPT** cannot deny service to any passenger if the wheelchair or mobility device cannot be secured to the satisfaction of the driver.
- **When** a wheelchair or mobility device is difficult to secure properly, the driver is expected to make every effort at securing before requesting that the passenger transfer to a regular seat. The driver may *request* the passenger transfer to a regular seat, but will not be permitted to *require* the passenger transfer if proper securement is not possible.
- **Wheelchairs** and other mobility devices are to be secured facing forward.
- The four-point tie-down system will be used for all mobility devices.
  1) Use the seatbelt (with shoulder restraint), which attaches to the floor if the vehicle is equipped with one.
  2) Ensure that the lap belt stays on.
  3) If the shoulder restraint cannot be used, the lap belt alone will suffice; however, these should be rare occasions.
  4) Ensure that the mobility device brakes are applied.
  5) Attach straps to the floor connection points first.
  6) Connect back, ratchet tie-down straps to a T-connector on the back half of the wheelchair.
- **Do not** connect straps to the wheels, footrests, armrest, or any detachable or flexible part of the wheelchair. **Do not** pass the straps through the rear spokes.
- A tightened tie-down strap must form a straight line (no slack) at a 45 degree angle.
- **Exercise proper** bending techniques when securing straps.
- **Unoccupied wheelchairs** (when the passenger has transferred to a seat) must be tied down securely.
- **Verify** straps are secure and that the device does not move.
- **Electric wheelchairs** must have the power turned off while secured.
- **Reminder:**
  1) Store loose tie-down straps when not in use.
  2) Keep tracks clean and free of dirt and debris.
  3) Pull a wheelchair downhill and push when moving uphill.
  4) Always inform dispatch when you are loading a wheelchair passenger.
  5) Immediately report any malfunctions with lift equipment to dispatch so that repairs can be scheduled as soon as possible.

**RESPONSIBILITIES:** The Transit Director will ensure compliance of employees of LFPT and/or its service provider.
Zero Tolerance Drug and Alcohol Testing Policy

Adopted as of 1/31/2011

A. PURPOSE

1) The Lancaster-Fairfield Public Transit (LFPT) provides public transit and paratransit services for the residents of Fairfield County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, LFPT declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry and through the authority of the Federal Transit Administration (FTA) of the U.S. Department of Transportation. Specifically, the FTA has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

3) Any provisions set forth in this policy that are included under the sole authority of the LFPT and are not provided under the authority of the above named Federal regulations are underlined.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. LFPT employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of LFPT. A safety-sensitive function is operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any other transit employee who is required to hold a Commercial Drivers License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions that perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS: See Appendix C for applicable definitions.

D. EDUCATION AND TRAINING

1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health,
safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

1) Prohibited substances addressed by this policy include the following.
   a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

   Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

   a. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a LFPT supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

   b. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under LFPT authority, an alcohol test can be performed any time a covered employee is on duty.
F. PROHIBITED CONDUCT

1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.

2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.

4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.

5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

7) LFPT, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.

8) Consistent with the Drug-free Workplace Act of 1988, all LFPT employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION: Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the LFPT management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40 as amended. All covered employees shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under LFPT authority, an alcohol test can be performed any time a covered employee is on duty.

2) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with LFPT. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S.
Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee’s medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the LFPT Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM and no further action will be taken.

4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory with no affiliation with the laboratory that analyzed the primary specimen. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee’s request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. LFPT will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however LFPT will seek reimbursement for the split sample test from the employee.

6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
If the split specimen is not available to analyze the MRO will direct LFPT or Service Provider to retest the employee under direct observation.

7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.

8) Observed collections
   a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
      i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to LFPT that there was not an adequate medical explanation for the result;
      ii. The MRO reports to LFPT that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
      iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
      iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
      v. The temperature on the original specimen was out of range;
      vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
      vii. All follow-up-tests; or
      viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES
   1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day (whichever is longer) without pay and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

3) LFPT affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

1) All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug and alcohol test. An applicant shall not be placed into a safety-sensitive position unless the applicant takes a drug test with verified negative results, and an alcohol concentration below 0.02.

2) A non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results and an alcohol concentration below 0.02.

3) If an applicant fails a pre-employment drug or alcohol test, the conditional offer of employment shall be rescinded. Failure of a pre-employment drug and/or alcohol test will disqualify an applicant for employment for a period of at least one year. The applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

4) When an employee being placed, transferred, or promoted from a non-covered position to a covered position submits a drug test with a verified positive result, and/or an alcohol concentration above 0.04 the employee shall be subject to disciplinary action in accordance with Section Q.4-5 and 9 herein.

5) If a pre-employment/pre-transfer test is canceled, LFPT will require the applicant to take and pass another pre-employment drug test and/or alcohol test.

6) In instances where a covered employee is on extended leave for a period of 90 consecutive days or more regardless of reason, and is not in the random testing pool the employee will be required to take a pre-employment drug and alcohol test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

7) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

8) Applicants are required to report previous DOT covered employer drug and alcohol test results—Failure to do so will result in the employment offer being rescinded. If the applicant has tested positive or refused a pre-employment test for a DOT covered employer, the
applicant must provide LFPT proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

1) All LFPT covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under LFPT’s authority, a reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

2) LFPT shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the LFPT.

4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to the SAP for an assessment. LFPT shall place the employee on unpaid administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the LFPT. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

1) All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit revenue service vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance cannot be completely discounted as a contributing factor to the accident.
2) In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator’s performance can be completely discounted as a contributing factor to the accident.
   a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
   b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
   c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test.
   d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
   e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
   f. In the rare event that LFPT is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), LFPT may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

LFPT reserves the right to perform Post-Accident testing following any and/or every accident/incident under its own authority.

N. RANDOM TESTING
1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals fifty percent of the number of covered
employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.

4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of employees that are included solely under LFPT authority.

6) Random tests can be conducted at any time during an employee’s shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under the LFPT’s authority, a random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee’s shift.

7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING: LFPT will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

P. FOLLOW-UP TESTING: Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP’s assessment of the employee’s unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

Q. RESULT OF DRUG/ALCOHOL TEST

1) Any covered employee that has a verified positive drug or alcohol test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.
2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

3) A positive drug and/or alcohol test will also result in disciplinary action as specified herein.
   a. After receiving notice of a verified positive drug test result, a confirmed alcohol test result, or a test refusal, the LFPT Drug and Alcohol Program Manager will contact the employee’s supervisor to have the employee cease performing any safety-sensitive function.
   b. The employee shall be referred to a Substance Abuse Professional and will be terminated.

4) Refusal to submit to a drug/alcohol test shall be considered a positive test result and shall result in termination. A test refusal includes the following circumstances:
   (1) A covered employee who consumes alcohol within eight (8) hours following involvement in an accident without first having submitted to post-accident drug/alcohol tests.
   (2) A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.
   (3) A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid medical explanation. The medical evaluation shall take place within 5 days of the initial test attempt.
   (4) A verbal or written declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test within the specified time frame.
   (5) A covered employee whose urine sample has been verified by the MRO as substitute or adulterated.
   (6) A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer.
   (7) A covered employee fails to remain at the testing site until the testing process is complete;
   (8) A covered employee fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations;
   (9) A covered employee fails to permit the observation or monitoring of a specimen collection.
   (10) A covered employee fails or declines to take a second test the employer or collector has directed you to take;
   (11) A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the “shy bladder” or “shy lung” procedures.
   (12) A covered employee fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process).
   (13) Failure to sign Step 2 of the Alcohol Testing form.
   (14) Failure to follow the observer’s instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
(15) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.

(16) Admit to the collector or MRO that you adulterated or substituted the specimen.

5) An alcohol test result of \( \geq 0.02 \) to \( \leq 0.039 \) BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day (whichever is longer) unpaid. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of \( \geq 0.02 \) to \( \leq 0.039 \) two or more times within a six month period, the employee will be removed from duty and referred to the SAP for assessment and treatment consistent with Section Q of this policy.

6) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
   a. Mandatory referral to a Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
   b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from LFPT employment.
      i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
   c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.
   d. A self-referral or management referral to the SAP that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
   e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
   f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with LFPT.
   g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

7) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL: The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY: LFPT is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse
the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

1) Drug/alcohol testing records shall be maintained by the LFPT Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees shall not have access to SAP referrals and follow-up testing plans.

3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.

4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.

5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the preceding. The records will be released to the decision maker in the preceding. The information will only be released with binding stipulation from the decision maker will make it available only to parties in the preceding. Records will be released to the National Transportation Safety Board during an accident investigation

6) Records will be released to the National Transportation Safety Board during an accident investigation.

7) Information will be released in a criminal or civil action resulting from an employee’s performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over LFPT or the employee.

10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

U. Records Retention

LTPS will follow all record retention requirements set forth in the City of Lancaster Policy and Procedure Manual. It will be the authority of the Transit Director to allow the purging based upon the requirements and recommendations of the City of Lancaster Policy and Procedures.
## Attachment A: Safety-Sensitive Positions

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Job Duties</th>
<th>Testing Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fulltime Dispatch</td>
<td>Dispatching vehicles/drivers</td>
<td>FTA</td>
</tr>
<tr>
<td>Part-time Dispatch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fulltime Operator</td>
<td>Operations Vehicles</td>
<td>FTA</td>
</tr>
<tr>
<td>Part-time Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fulltime Scheduler</td>
<td>Scheduling/Dispatch</td>
<td>FTA</td>
</tr>
<tr>
<td>Part-time Scheduler</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fulltime Reservations</td>
<td>Answering phones/scheduling</td>
<td>FTA</td>
</tr>
<tr>
<td>Part-time Reservations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fulltime Mechanic</td>
<td>Driving/maintenance of fleet</td>
<td>FTA</td>
</tr>
<tr>
<td>Part-time Mechanic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Manager</td>
<td>When holding CDL or vehicle Revenue service</td>
<td>FTA</td>
</tr>
</tbody>
</table>
Attachment B: Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

**LFPT Drug and Alcohol Program Manager**
Name: Carrie Woody  
Title: Director  
Address: 746 Lawrence Street  
Telephone Number: 740-687-6858

Name: Jason Moyer, Ride Right, LLC  
Title: General Manager  
Address: 746 Lawrence Street  
Telephone Number: 740-681-5094

**Medical Review**
Name: Fredrick J Pope, MD, MRD  
Foley Medical Services  
Address: 140 Huyshope Ave.  
Hartford CT 06106  
Telephone Number: 860-815-0825

**Substance Abuse Professional**
Name: Trisha Saunders  
Title: Executive Administrator, Recovery Center  
Address: 201 S. Columbus St.  
Telephone Number: 687-4500

**HHS Certified Laboratory Primary Specimen**
Name: First Medical Urgent & Family Care  
Title:  
Address: 1201 River Valley Blvd.  
Phone: 740-687-2273

Name: First Medical Urgent & Family Care  
Title:  
Address: 1201 River Valley Blvd.  
Phone: 740-687-2273
Attachment C: Definitions

**Accident:** An occurrence associated with the operation of a revenue service vehicle even when not in revenue service, if as a result:

a. An individual dies;

b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,

c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

**Adulterated specimen:** A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

**Alcohol:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

**Alcohol Concentration:** Expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

**Aliquot:** A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

**Canceled Test:** A drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither positive nor negative.

**Confirmatory Drug Test:** A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

**Confirmatory Validity Test:** A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

**Covered Employee:** An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees), and other employees, applicants, or transferee that will not perform a safety-sensitive function but falls under the policy of the company’s own authority.

**Designated Employer Representative (DER):** An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

**Department of Transportation (DOT):** Department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers’ Safety Administration, Research and Special Programs, and the Office of the Secretary of Transportation.

**Dilute specimen:** A urine specimen with creatine and specific gravity values that are lower than expected for human urine.
Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test (Screening Drug Test): the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measured and can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measured and can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS-Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.
Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS-Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service or that require a CDL to operate. Include all ancillary vehicles used in support of the transit system.

Safety-sensitive functions: Employee duties identified as:

1. The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
2. The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
3. Maintaining a revenue service vehicle or equipment used in revenue service.
4. Controlling the movement of a revenue service vehicle and
5. Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

1. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
2. Fails to remain at the testing site until the testing process is complete
3. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
6. Fails or declines to take a second test the employer or collector has directed you to take
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
9. If the MRO reports that there is verified adulterated or substituted test result
10. Failure or refusal to sign Step 2 of the alcohol testing form
(11) Failure to follow the observer’s instructions during an observed collection including
instructions to raise your clothing above the waist, lower clothing and underpants, and
to turn around to permit the observer to determine if you have any type of prosthetic or
other device that could be used to interfere with the collection process.

(12) Possess or wear a prosthetic or other device that could be used to interfere with the
collection process.

(13) Admit to the collector or MRO that you adulterated or substituted the specimen.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have
no evidence of prohibited drug use above the minimum cutoff levels established by the Department of
Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have
evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as
revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human
urine. Specimen validity testing will be conducted on all urine specimens provided for testing under
DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign
substances were added to the urine, if the urine was diluted, or if the specimen was substituted.
**Thresholds**

**Alcohol:**
- .02 not a positive test, but must be removed from duty
- .04 is a positive test

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Policy Receipt Date</th>
<th>Employee Signature</th>
<th>Training Date</th>
<th>Employee Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>