

Regular Meeting of the Board of Trustees - January

January 8, 2019

- 1. Opening of Meeting 6:15 PM**
- 2. Executive Session**
- 3. Pledge of Allegiance 7:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Fiscal Office – Approval of Minutes from December 11, 2018**
- 6. Presentations**
 - a. Swearing in of Police Officers
- 7. Public Hearing**
 - a. Public Hearing - Zoning Case ZA8-1988 & ZA2016-09 Speedway - Major Modification to a Preliminary Development Plan
- 8. Administrative Reports**
- 9. Citizens Address: Questions Concerning Today's Agenda**
- 10. Trustees' Report**
- 11. New Business**

Public Safety

- a. Motion to Accept Donation
- b. Motion to Authorize Part-Time Employee Change of Pay Status
- c. Motion to Accept Property Donation
- d. Motion to Accept Monetary Donation
- e. Motion to Accept Monetary Donation
- f. Motion Authorizing the Disposal of Surplus Vehicles
- g. Motion to Accept Monetary Donation
- h. Motion Authorizing Part-Time Department of Fire & EMS Hire

- i. Motion to Accept Monetary Donation
- j. Motion Authorizing “Full-Time” Department of Fire & EMS Hire

Public Services

- a. Motion Authorizing the Execution of All Necessary Agreements with Southwest Ohio Regional Transit Authority (SORTA) or Others for Para-transit Vehicle for Senior Center
- b. Motion to Accept Donations
- c. Motion to Approve a Rental Agreement

Planning & Zoning

Administration

- a. Resolution Adopting Colerain Township Policy Manual

12. Consent Items

- a. Contract with PNC for Commercial Card Program
- b. Contract with Genesis for HVAC Repair Service

13. Fiscal Office Report

- a. Resolution Requesting the County Auditor Make Advance Payments of Taxes Pursuant to Ohio Revised Code §321.34

14. Citizens Address

15. Executive Session – if needed

16. Adjournment

PRESENTATIONS

Department: Police

Department Head: Mark Denney, Police Chief

Swearing in of Police Officers

Police Officers Ashley Johnson, William Hane, Zach Elston.

Rationale:



4200 Springdale Road
Colerain Township, OH 45251

STAFF REPORT: Major Modification to a Preliminary
Development Plan
Case #ZA1988-09 & ZA2016-09
10270 Colerain Avenue
January 8, 2019

PREPARED BY: Jenna M LeCount, AICP
Director of Planning & Zoning

Request:

Major Modification to two approved Preliminary Development Plans in an existing “PD-I” Planned Industrial district. The proposal includes portions of two separate Planned Development Districts, so the proposed development requires the modification of both districts.

Purpose:

To raze the existing Speedway gas station to construct a new 4,608 square-foot convenience retail store with 24 parking spaces including eight automobile fueling stations and three commercial fueling lanes for truck customers.

Applicant/Owner:

Jonathan Wocher, McBride Dale Clarion (applicant); Speedway LCC & Struble Road Development Company (owners)

Location:

10270 Colerain Avenue; on the south side of the newly constructed Generation Drive and north of the Colerain Towne Center. The property is located at the north side of the Colerain Towne Center development and the south side of the Struble Road Business Park development.

Site Description:

Tract Size: 3.03 acres
Frontage: Approximately 280 feet on Colerain Avenue and approximately 550 feet on Generation Drive
Topography: Relatively flat but slopes downward to the east
Existing
Dvlpmt: Speedway Gas Station and vacant land

Surrounding Conditions:

<u>Zone</u>	<u>Land Use</u>
North: “PD-I” Planned Industrial	Rumpke Office Building
South: “PD-B” Planned Business	Colerain Towne Center (retail)
East: “PDI” Planned Industrial	Vacant land
West: “R-3” Residence	Single-family homes

Case History:

The existing speedway gas station parcel currently located in the Colerain Towne Center Planned District (PD), was part of case 8-88 Colerain – Commercial Park which was a rezoning of a 94-acre triangular area bounded by I-275, Colerain Avenue, and Struble Road from residential to retail business and light industry. A Major Modification was approved in 1996, reducing a portion of the office and light industrial development and expanding the retail complex. The modification replaced 330,000 sq. ft. of professional and office/warehouse space with 175,000 sq. ft. of retail space. The industrial zoning classification for the property pre-dates the current zoning standards which does not allow for retail convenience stores in industrial districts. Fuel sales is currently a permitted use in the industrial district.

The rear portion of the site in question is part of the Struble Road Business Park PD (case Colerain ZA 2016-09), where in January 2017, a substantial modification as well as a zone amendment from “B-3” Commerce District to “PD-I” Planned Industrial was approved. The modification was approved to construct two office buildings with a total of 93,600 sq. ft. and seven office/warehouse buildings with a total of 286,500 sq. ft., as well as an internal roadway connecting to Colerain Avenue and Struble Road (now known as Generation Drive).

A more recent Final Development Plan was approved by Zoning Commission in June 2018 for the Colerain Towne Center on the property immediately adjacent to the south of the subject property. This plan was for a new AutoZone store which is currently under construction.

Proposed Use:

The applicant is proposing to consolidate two properties, one in each Planned Development District, for a total 3.03 acres to raze the existing Speedway store in order to construct a new 4,608 square-foot Speedway retail store. The building would be single-story with a shingled pitch roof. The applicant has proposed a small outside eating area with a dumpster enclosure and 24 parking spaces. There are eight fuel dispenser islands proposed to be located in the front (western side of the store) and three commercial fueling lanes for trucks behind (eastern side of the store). There would be a freestanding sign on the intersection of Colerain Avenue and the newly constructed Generation Drive.

The property would be accessed with a driveway in the same location as the current south driveway to the rear service entry to the Colerain Towne Center and three access driveways to the north on Generation Drive. Entrance-only and exit-only directional signs are proposed at Generation Drive for commercial truck use, and separate entrances are being proposed for the convenience store automobile fueling stations for a total of four total curb cuts. A new traffic signal is being constructed at the intersection of

Generation Drive and Raeanne Drive with Colerain Avenue to serve the entirety of the new 50 acre industrial park to the north and east of the proposed development.

The existing Speedway store and gas pumps are zoned “PD-I” Planned Industrial District and are part of the Colerain Town Center PD. The additional 1.53 tract of land to be purchased to the west and to be included in this development is also zoned “PD-I”, however, this portion of the site is part of the Struble Road Business Park PD. The applicant is proposing that the entire 3.03 acre site of the newly constructed building be included in the Struble Road Business Park. This request is being considered a Major Modification as the approved Preliminary Development Plan for the Struble Road Business Park did not include any building or site details for this area. This modification will be processed similar to a zone change request with a review and recommendation by the Regional Planning Commission and the Township Zoning Commission, with the final vote by the Township Trustees.

The Colerain Township Trustees have an option to own the property immediately to the east of the proposed Speedway on Generation Drive for the purpose of constructing a new fire station. This station would be staffed 24 hour per day, 7 days per week. There is some concern that the semi-truck parking and fueling will create excessive noise at the proposed fire station. The Fire Department has requested that vegetative screening be required along the east property line in accordance with the planting standards in Section 14.5.2(b) of the Zoning Resolution. Additional planting and screening can also be planted on the Township property to further buffer the truck fueling from the fire station.

Conformance with Comprehensive Plan:

The proposed project is located within the Banklick Creek Character Area which is identified as an opportunity for mixed use employment creation. The plan calls for retail uses along Colerain Avenue south of Struble Road and light industrial uses along Struble Road. This project will contain a commercial/retail use of fuel sales. The retail use will be oriented toward Colerain Avenue and the more industrial large-truck fueling will be oriented towards Generation Drive.

Conformance with Zoning Regulations:

The site plan appears to meet the minimum standards of the Colerain Township Zoning Resolution and the “PD-I” Planned Industrial District with the following exceptions.

Table 9-1 – Planned Development Use Table

This table indicates that uses permitted in the PD-I district shall be the same as those permitted in the I-1 Industrial District, and that uses not specifically listed as permitted may be approved as part of a preliminary development plan. The I-1 Industrial district lists Automotive Fuel Services as a permitted use. Retail/convenience stores are specifically not permitted in the I-1 Industrial district. The convenience retail

commercial land use component of the Planned District is an exception that is specifically approved as part of this Planned Development District.

Table 9-2 – Common Open Space Requirements

This section requires 15% common open space for sites zoned “PD-I”. The submitted plans do not indicate an official dedication of common open space, nor is there an indication of the Impervious Surface Ratio. Staff recommends that the applicant submit plans with this information in order to determine consistency with the Colerain Township Zoning Resolution.

Sections 13.3.2 (A) – Required Number of Spaces

This section states that for any automotive fuel sales use, 4 spaces are required per 1,000 square feet, and 1 space per fuel pump or service bay. The applicant has proposed a total of 24 parking spaces for the entire development. Staff finds that the proposed parking amounts meet the proposed fueling station’s requirements per the Colerain Township Zoning Resolution and is sufficient for the use.

Compliance with Zone Amendment Conditions

The previous Zone Amendment, case 2016-09, included the area where the commercial fueling lanes for truck customers are proposed but did not include the existing Speedway site. The applicant is requesting that the existing site, as well as the adjacent parcel to include the commercial fueling lanes, be included in the Struble Road Business PD. Compliance with the previous zone amendment would be required.

OTHER AGENCY REPORTS

Hamilton County Regional Planning Commission:

On December 6, 2018, the Hamilton County Regional Planning Commission voted unanimously to recommend approval of the Major Modification to a Preliminary Development Plans with conditions:

Conditions:

1. That all conditions approved as part of case Colerain ZA2016-09 shall remain in effect for the Zone Amendment Area.
2. That a common open space plan in compliance with the Zoning Resolution shall be submitted as part of the Final Development Plan.
3. That the site plan shall be revised to include the required 60 feet of right-of-way from the centerline of Colerain Avenue in accordance with the Hamilton County Thoroughfare Plan.

Hamilton County Storm Water & Infrastructure

- No response

Colerain Township Fire Department

- No response

Hamilton County GIS

- No response

Hamilton County Soil & Water Conservation District

- E-mail from Chey Alberto attached.

ODOT

- No response

Hamilton County Engineer

- Letter from Eric Beck attached

Metropolitan Sewer District

- Letter from Steven Parker attached

RECOMMENDATION

On December 18, 2018, the Colerain Township Zoning Commission unanimously Recommended **APPROVAL** of the Major Modification to the Preliminary Development Plan with the following conditions:

1. That all conditions approved as part of case Colerain ZA2016-09 shall remain in effect for the Zone Amendment Area.
2. That a common open space plan in compliance with the Zoning Resolution shall be submitted as part of the Final Development Plan. This can be accomplished within the Struble Road Business Park.
3. That the site plan shall be revised to include the required 60 feet of right-of-way from the centerline of Colerain Avenue in accordance with the Hamilton County Thoroughfare Plan. The streetscape landscaping will need to be adjusted to accommodate the additional right-of-way on the Final Development Plan.
4. That buffer landscaping be provided along the east property line in accordance with Section 14.5.2(b) of the Zoning Resolution.
5. That signage submitted with the Final Development Plan comply with the style of the Rumpke office building to the north.
6. That a final development be submitted and approved by Zoning Commission addressing such issues as signage, buffering, landscaping, architectural design, etc.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 8th day of January, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Greg Insko, Raj Rajagopal, Dan Unger

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____-19

Case No. ZA8-1988 & ZA2016-09

SPEEDWAY

Approval of a Major Modification to two Preliminary Development Plans
Parcel No. 510-0182-0156-00

WHEREAS, the Applicant, Jonathan Woche, McBride Dale Clarion, representing Speedway LLC proposes a Major Modification to a Preliminary Development Plan; and,

WHEREAS, the Applicant proposes to modify the boundaries of both Case No ZA8-1988 to remove the subject parcel from within its boundaries and Case No ZA2016-09 to add the subject parcel into the Planned District-Industrial district for redevelopment; and,

WHEREAS, the Hamilton County Regional Planning Commission heard the case, and on December 6, 2018 voted unanimously to recommend approval with conditions of the requested Major Modification to a Preliminary Development Plan; and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the case on December 18, 2018, and after consideration of the recommendation of the Regional Planning Commission, and all public comments, exhibits, and other materials submitted, voted unanimously to recommend approval with conditions of the application for a Major Modification to a Preliminary Development Plan with conditions; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on January 8, 2019, and after consideration of the recommendation of the Regional Planning Commission, the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted _____ to approve the application for a Major Modification to a Preliminary Development Plan with conditions as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Colerain Township, Hamilton County, Ohio accepts the recommendation of the Colerain Township Zoning Commission for a Major Modification to a Preliminary Development Plan, and that the Board of Trustees does hereby approve the request for parcel no. 510-0182-0156-00 designated as Planned District-Industrial, for the reason that the Major Modification to a Preliminary Development Plan would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and,

BE IT FURTHER RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the Major Modification to the Preliminary Development Plan shall be subject to the following:

1. Final Development Plan

1.1 The Zoning Resolution, required site plans or drawings, terms, covenants and conditions of

approval which are depicted or noted on the Final Development Plan (“FDP”) or contained in this Resolution are to be considered complementary and what is required by one shall be as binding as if required by all.

2. The Major Modification to the Preliminary Development Plan shall be subject to the following conditions:
 1. That all conditions approved as part of case Colerain ZA2016-09 shall remain in effect for the Zone Amendment Area.
 2. That a common open space plan in compliance with the Zoning Resolution shall be submitted as part of the Final Development Plan. This can be accomplished within the Struble Road Business Park.
 3. That the site plan shall be revised to include the required 60 feet of right-of-way from the centerline of Colerain Avenue in accordance with the Hamilton County Thoroughfare Plan. The streetscape landscaping will need to be adjusted to accommodate the additional right-of-way on the Final Development Plan.
 4. That buffer landscaping be provided along the east property line in accordance with Section 14.5.2(b) of the Zoning Resolution.
 5. That signage submitted with the Final Development Plan comply with the style of the Rumpke office building to the north.
 6. That a Final Development Plan be submitted for review and approval by the Colerain Zoning Commission addressing such issues as signage, buffering, landscaping, architectural design, etc.
3. Construction Permits
 - 3.1 No Zoning Certificate shall be issued by the Office of the Zoning Administrator before:
 - A. A Final Development Plan in compliance with Section 2 above, has been received and approved by the Colerain Township Zoning Commission, and
 - B. Construction documents submitted for permit are fully coordinated and consistent with the approved Final Development Plan.
 - 3.2 No building permit for actual construction shall be issued by the Department of the Building Commissioner before a Zoning Certificate is received from the Colerain Township Zoning Administrator.
4. Maintenance of Improvements
 - 4.1 All aspects of this development including property improvements, landscaping, ground cover, etc. as required in the specifications, covenants, conditions, requirements, and limitations of the Final Development Plan and/or contained in this Resolution shall be continually maintained by the owner of the property until the development ceases to exist. Enforcement shall be by the Office of the Colerain Township Zoning Inspector, with all discrepancies being considered Colerain Township Zoning Resolution violations.

BE IT FURTHER RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Inspector.
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all

deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and

4. That this Resolution shall be effective at the earliest date allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Insko _____, Mr. Rajagopal _____, Mr. Unger _____

ADOPTED this 8th day of January, 2019.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer
this 8th day of January, 2019.

Heather E. Harlow
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Accept Donation

Recommend adoption of a motion to accept a \$1500.00 donation from Cynthia Booth and COBCO Enterprises.

Rationale:

Mrs. Booth is the owner of both Colerain Township McDonalds restaurants. The Groesbeck location had a grand re-opening after a remodel, and Mrs. Booth presented the Police Department with a \$1500.00 check to support our operations.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Authorize Part-Time Employee Change of Pay Status

Request authorization for a change of pay status for Natasha Simmons from Firefighter Emergency Medical Technician (EMT) - Basic to the Firefighter Paramedic classification at a new pay rate of \$15.93 per hour retroactive back to Wednesday, November 28th, 2018.

Rationale:

Firefighter Simmons has successfully completed all State of Ohio and Department of Fire and EMS requirements to function as a paramedic. The request to back-date her effective date is the result of the interdepartmental approval process extended beyond the due date for the December Board of Trustee's agenda due date submission.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Property Donation

Recommend acceptance of an unfit for use school bus motor vehicle donation.

Rationale:

Request authorization to accept a school bus motor vehicle donation from the Northwest Local School District for the purpose of technical rescue training (e.g., victim removal, vehicle stabilization, extrication tools usage, etc.). The vehicle is being disposed of by the school district because it is unfit for the use for which it was acquired.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Monetary Donation

Recommend acceptance of a \$20.00 donation.

Rationale:

Request authorization to accept a monetary donation (cash) from Ms. Linda Davis, 3248 Harry Lee Lane, Cincinnati, OH 45239 in appreciation for fire and emergency medical services provided to the community.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Monetary Donation

Recommend acceptance of one donated \$100.00 VISA gift card.

Rationale:

Request authorization to accept a \$100.00 VISA gift card from Mrs. Susan Marcum, 2754 Springdale Road, Cincinnati, OH 45251 in appreciation for fire and emergency medical services provided to the community.



UPC 0-41260-52640-4
\$100 Visa®
DNDD 06/2022


Getting At [www](http://www.visa.com)

- This
- Fee
- H
- In

Activation Status
Purchased from KRA
VISA \$100
Card Number: *** 100
APPROVED
Auth#: 000000
Balance: 100.00
*** ALL PREPAID CARD SALES FINAL ***
FOR PREPAID CARD QUESTIONS CALL
1-800-544-8062
12/14/18 12 59 432

Insert plastic and on the date printed on the card.

AUTHORIZED SIGNATURE



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sw
ient.

This package should have a tab covering the barcode.
Do not sell if package has been tampered with or opened.
Refund not available at retail store.

Please see the enclosed cardholder agreement for complete terms and conditions, or visit www.prepaidgiftbalance.com

This card is issued by U.S. Bank National Association, pursuant to a license from Visa U.S.A. Inc.

FSVG/FTKRUSB0617

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion Authorizing the Disposal of Surplus Vehicles

Recommend the adoption of a motion authorizing the disposal of two surplus motor vehicles by means of auction per the recommendation of the Department of Fire and EMS's Fleet Manager.

Rationale:

Request authorization to auction surplus motor vehicles by means of GovDeals auction website. The two motor vehicles were taken out of service as a result of being obsolete or unfit for the use for which it was acquired.

Memo



To: Frank Cook, Fire Chief
From: Mike Adler, Fleet Manager
Date: December, 28 2018
Re: Disposal of Unit #O1-117

This is a proposal and recommendation for the disposal of Unit#O1-117 using Govdeals auction website.

The following vehicle has been taken out of service for either mechanical or other issues that would not allow the vehicle to operate in a safe manner and is no longer needed to do township business.

Unit#O1-117 a 2004 Ford Expedition (VIN # 1FMPU16LX4LB64477)

Should you have any questions regarding this matter please do not hesitate to contact me.

Memo



To: Frank Cook, Fire Chief
From: Mike Adler, Fleet Manager
Date: December 28, 2018
Re: Disposal of Unit #O1-202

This is a proposal and recommendation for the disposal of Unit #O1-202, a 1991 E-One 110-foot aerial ladder apparatus. (VIN # 46JDBA83M1003703) using GovDeals auction website.

This unit served 27 years in the Fire Departments Fleet as Ladder 25 and was taken out of service after the department purchase a new 2018 E-One HP100 100-foot aerial ladder apparatus as its replacement.

My proposal is to place this unit on GovDeals auction website with a reserve price of \$10,000. If the unit does not meet this reserve price we will strip all valuable items (warning lights, scene lights, etc.) off of unit and scrap the rest of the unit at a local salvage yard.

Should you have any questions regarding this matter please do not hesitate to contact me.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Monetary Donation

Recommend acceptance of a \$50.00 donation.

Rationale:

Request authorization to accept a monetary donation (business check) from Hair Max Beauty Supply Northgate, 9637 Colerain Avenue, Cincinnati, OH 45251 in appreciation for fire and emergency medical services provided to the community.

HAIR MAX BEAUTY SUPPLY NORTHGATE

PHONE: (513) 741-2848
9637 COLERAIN AVE
CINCINNATI, OH 45251-2005

01-18

1377

6-12/410
108

DATE 12/20/18

CHECK AMOUNT

PAY
TO THE
ORDER OF

Hite Department

\$ 50.00

DOLLARS

Photo
Safe
Deposit
Details on back

 PNC BANK

PNC Bank, N.A. 070

FOR Thanks

Ruby N. L.

⑈001377⑈

Handed Clerk

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion Authorizing Part-Time Department of Fire & EMS Hire

Recommend adoption of a motion to conditionally hire the following candidate as part-time fire department employee at the specified hourly pay rate:

- Morgan Mason – Firefighter Emergency Medical Technician (EMT): \$14.50 per hour

Rationale:

Mr. Mason is a replacement for part-time firefighter EMT employees that have recently separated from the department. The hiring of Mr. Mason will be contingent upon successful completion of all applicable pre-employment evaluations and procedures. Mr. Mason's start date will be effective as soon as possible after Sunday, February 10, 2019, following compliance of the aforementioned conditions with a one-year probationary period.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Monetary Donation

Recommend acceptance of a \$25.00 donation.

Rationale:

Request authorization to accept a monetary donation (personal check) from Mrs. Donna Hohenstatt, 2851 Breezy Way, Cincinnati, OH 45239 in appreciation for fire and emergency medical services provided to the community.

10-00
DONNA M HOHENSTATT
TIMOTHY J HOHENSTATT
THOMAS HOHENSTATT
2851 BREEZY WAY
CINCINNATI, OH 45239-5518

2258
6-12/410
187

12-20-18

Date

Pay to the
Order of

Colerain Township Fire | \$25.00
Twenty-five

Dollars



Photo
Safe
Deposit®
Det. on back



PNC Bank, N.A. 070

For _____

Donna Hohenstatt

2258

Harland Clarke

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion Authorizing “Full-Time” Department of Fire & EMS Hire

Request authorization to conditionally hire one “full-time” firefighter paramedic from an eligibility list established during March 2018.

Rationale:

The authorization requested is to fill a firefighter paramedic position created in the Operations Bureau as a result of the lateral transfer of Firefighter James Bowman to the Community Risk Division as a fire inspector.

Memo

To: Frank Cook, Chief of Department
From: Will Mueller, Assistant Fire Chief
Date: December 31st, 2018
Re: Full-Time Inspector Addition Proposal



Please accept this memorandum as an official proposal to laterally transfer Firefighter James Bowman from his 24-hour operation's assignment to a 40-hour work schedule in the department's Community Risk Reduction (CRR) Division. This proposal was created as a means to fill a demonstrated need within the Division as well as remedy the anticipated 2019 retirement of one of the Division's part-time inspectors. This proposal also requests the replacement of Firefighter Bowman's vacancy on shift with a new full-time employee hired at base-salary.

Over the course of the last several years, the department's CRR Division has been reduced in size for various reasons. Once staffed with a Division Captain, one full-time inspector, one full-time public educator, and multiple part-time inspectors, the Division thrived by maintaining all required inspections of educational, business, and religious areas of assembly. This achievement was obtained in tandem with providing the Township with high quality public education services that promoted fire and medical safety to its residents.

Through various forms of restructuring, the Division was reduced to only its Division Captain while losing its full-time public educator, full-time inspector, and various part-time inspectors. In 2013, the department's full-time inspector was transferred from the 40-hour administrative assignment to a 24-hour operation's assignment with the intent of returning him once staffing levels improved. The Division fell drastically behind in annual inspections and the bulk of public education activities were transferred to on-duty crews. Many requests for public education demonstrations went unmet due to the limited capability of the CRR Division and availability of on-duty crews.

In 2015, the department applied for a Federal Grant that would allow for the implementation of a program adding two part-time inspectors and the necessary technological advancements that provide the capability of in-field reporting in an effort to increase effectiveness and efficiency. The department was successful in obtaining the grant funds totaling \$93,600. The approved two-year funding period allowed the Division to dedicate two part-time inspectors towards making up for the missed inspections that had occurred as a result of the decreased staffing.

The two-year funding period concluded in September of 2018. This grant project was a huge success. In 2015, the Division conducted 178 general inspections. In 2017, the Division conducted 376 general inspections representing a 71.5% increase. With the added inspectors, the Division was also able to complete inspections on all of its back-logged areas of assembly. The

added technology allowed for the capability of the inspectors to complete the inspection reports on-site decreasing the amount of time they had to spend duplicating reporting efforts transferring paper data to electronic data.

One of the department's part-time inspectors, Inspector Mike Reenan, played an instrumental role in the Federal Grant project conducting many of the aforementioned inspections during the funding period. In 2019, the department will lose Inspector Reenan to retirement. Due to this retirement, the department will lose approximately 900 inspection hours. The inability for the CRR Division to properly conduct general inspections causes great safety concerns for public assembly and proactive fire incident risk reduction as the township continues to develop.

It is proposed that incumbent Firefighter James Bowman be transferred from his 24-hour operation's assignment back to the 40-hour administrative assignment in the CRR Division. It is further proposed that the department hire a new full-time employee to replace Firefighter Bowman in operations. The new full-time firefighter/paramedic will be hired at a base salary of \$43,907.00. Inspector Reenan's average annual salary was calculated at approximately \$20,000 per year. This means that annual base salary increase and budget impact is approximately \$23,000 per year plus benefits. This cost increase has already been accounted for in the 2019 proposed budget.

This proposed reassignment and full-time addition allows the department to fulfill its mission in proper succession planning while bringing the appropriate resources to the CRR Division and operations. The department must initiate succession planning for its CRR Division Captain. The position, now occupied by Captain Mark Walsh, carries with it a specialized skill set that involves a detailed knowledge of the Township's infrastructure, building codes, fire codes, personnel management and leadership, and site plan review and approval. Preparation for succession should begin now in order to provide the proper continuum in service to the Township as it pertains to the CRR Division.

Most importantly, this addition to the CRR Division will bring an increased ability for the department to sufficiently cover the township's 3,000,000 sq. ft. of commercial property thus increasing the public's safety and proactively reducing the township's fire risk potential.

PUBLIC SERVICES

Department: Public Services

Department Head: Kevin Schwartzhoff, Public Services Director

Motion Authorizing the Execution of All Necessary Agreements with Southwest Ohio Regional Transit Authority (SORTA) or Others for Para-transit Vehicle for Senior Center

Recommend the adoption of a motion authorizing the Township Administrator to execute all necessary contracts with Southwest Ohio Regional Transit Authority (SORTA) or others for the purchase of a para-transit vehicle for senior center.

Rationale:

As was reported last year, the Township applied for and received a federal grant through the Ohio-Kentucky-Indiana Regional Council of Governments for the purchase of a small bus (para-transit vehicle) for the Senior Center.

The Federal share - or grant amount - for the bus is \$102,792 and the township would be required to pay a local share of \$25,698. The van is used on a daily basis to transport Colerain Township residents and members of the Senior Center to appointments, shopping, and Senior Center programs. The grant program is structured such that SORTA is the recipient of the grant and they pass the bus along to Colerain Township under the terms of the attached "sub-recipient agreement".

INVOICE
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY

FTA SECTION 5310 PROGRAM
VEHICLE ACQUISITION PROJECT

FTA Grant. No. OH-2017-025-02

Date: January 9, 2019

FROM:
SORTA/METRO
602 Main Street, Suite 1100
Cincinnati, OH 45202

TO: COLERAIN TOWNSHIP
Attn: Mr. Kevin Schwartzhoff
4200 Springdale Road
Cincinnati, OH 45251

Attn: Rita Potts, Grants Program Coordinator
Phone: (513) 632-7618

DESCRIPTION	FEDERAL SHARE (80%)	LOCAL MATCH (20%)	TOTAL
Local 20% Matching Share of vehicle purchase cost:			
One (1) LTL 12-2	\$102,792	\$25,698	\$128,490
TOTAL DUE:		\$25,698	

Please make check payable to: Southwest Ohio Regional Transit Authority (SORTA)

TERMS: Net 30 Days

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This Certification is required to be submitted to SORTA on behalf of the principal sub-recipient and all subcontractors whose subcontracts are reasonably anticipated to exceed \$25,000 in value.

A. The undersigned Subrecipient certifies to the best of its knowledge and belief that it and/or any of its principals or subcontractors:

1. Are not presently included in the Excluded Parties List System maintained by the U.S. General Services Administration or otherwise debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State of Ohio department or agency;

2. Have not, within a three-year period preceding this sub-recipient agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract or subcontract; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 above; and

4. Have not within a three-year period preceding this sub-recipient agreement had one or more public transactions (Federal, State or local) terminated for cause or default by any federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter which may be within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

B. The sub-recipient shall provide immediate written notice to SORTA's Grants Department if, at any time, the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in Paragraph A exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the subrecipient responsibility. Failure of the subrecipient to furnish a certification or provide such additional information as requested by SORTA may render the subrecipient non-responsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph A. The knowledge and information of a subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in Paragraph A is a material representation of fact upon which reliance was placed when making award. If it is later determined that the subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to SORTA, SORTA may terminate this subrecipient agreement for default.

If the subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Executed this _____ day of _____, 20_____.

Name of Subrecipient _____

Address _____
City, State, Zip _____

Signature of Authorized Official _____
Printed Name of Official _____ Title of Official _____

**SECTION 5310 ENHANCED MOBILITY OF SENIORS AND
INDIVIDUALS WITH DISABILITIES PROGRAM**

**SUB-RECIPIENT AGREEMENT
BETWEEN**

THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY

AND

COLERAIN TOWNSHIP

SPECIALIZED CAPITAL PROJECT NO. OH-2016-025-02

This Sub-Recipient Contract ("the Contract") is entered into by and between the Southwest Ohio Regional Transit Authority ("SORTA"), a Regional Transit Authority created under Ohio law, and Colerain Township, a local governmental authority ("Sub-Recipient") (individually "the Party" and collectively "the Parties") to set forth the objectives, understandings, and agreements between the Parties in connection with the award of Federal Transit Administration (FTA) Section 5310 Grant Funds as described herein.

WHEREAS, as a Regional Transit Authority, SORTA is authorized to apply for and accept grants from the FTA or any other public body for multiple transportation-related purposes; and

WHEREAS, pursuant to a Joint Cooperative Agreement entered into with the Ohio-Kentucky-Indiana Regional Council of Governments ("OKI"), SORTA is the Direct Recipient of Section 5310 Grant Funds for the Cincinnati Urbanized Area. The Section 5310 Program is designed to improve access to the community for the elderly and people with disabilities when public transportation is insufficient, inappropriate, or unavailable; and

WHEREAS, OKI has previously selected the Sub-recipient's project(s) to receive FTA Federal Fiscal Year (FFY) 2016 Section 5310 funding via a competitive Regional Call for Projects; and

WHEREAS, SORTA and Sub-Recipient agree that it is critical that adequate public transportation services remain accessible and available to the elderly and people with disabilities seeking such services in the service area defined in the grant; and

WHEREAS, SORTA is authorized by OKI and desires to execute an agreement with Sub-Recipient to support the provision of the aforementioned services in the Cincinnati Urbanized Area; and

WHEREAS, Sub-Recipient desires and is qualified to enter into this Contract with SORTA and agrees to deliver the services described herein in accordance with the requirements set forth below;

NOW THEREFORE, In consideration of the mutual covenants, promises, representations and warranties set forth herein, SORTA and Sub-Recipient agree as follows:

ARTICLE I

DEFINITIONS

Act: the Federal Transit Act of 1964, as amended.

ADA: Americans with Disabilities Act, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Application: a request by an Eligible Applicant for funding under **the Section 5310, Circular 9070.1G – OKI Region Enhanced Mobility of Seniors and Individuals with Disabilities Program** containing all necessary information and meeting all requirements set forth in the **Program**, and submitted to OKI.

CFDA: 20.513 Catalog of Federal Domestic Assistance

C.F.R.: Code of Federal Regulations.

Capitalized Maintenance: Includes all expenses associated with the preventive maintenance of transit service related vehicles.

Contract: This contract (also referred to as the sub-recipient agreement and/or sub-grant contract), which is identified as Contract No. OH-2016-025-02, and incorporates all certifications and assurances associated with the filing of the application.

DBE: a Disadvantaged Business Enterprise, certified in the applicable state pursuant to 49 CFR Part 26, whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DUNS Number: a nine-digit sequence recognized as the universal standard for identifying and keeping track of businesses worldwide. The federal government uses the number to track how federal money is distributed.

Eligible Applicant: a State or local governmental authority or a Private Nonprofit Corporation, as that term is defined under Ohio, Kentucky, or Indiana law, as applicable, that is registered with the Secretary of State in Ohio, Kentucky, or Indiana, as applicable; a current participant in the Ohio, Kentucky, or Indiana Coordination Program; or a public body of Ohio, Kentucky, or Indiana which certifies that there are no private nonprofit corporations in the area able to provide the service.

Eligible Capital Expense: the costs involved in acquisition of equipment needed for safe, efficient transportation services.

Federal Share: an amount provided by FTA for each item approved in this sub-grant contract, eighty percent (80%) of the approved purchase price up to the federal amount approved in the FTA grant for the item.

Federal Transit Administration (FTA): an operating administration of the U.S. Department of Transportation (USDOT) which provides funds for this program.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with A-133 as applicable.

Fiscal Year: unless otherwise specified, the Federal fiscal year, October 1 through September 30.

Grant Contract: a Program grant contract, including but not limited to this Contract.

Grant Funds: Section 5310 Program funds awarded to Sub-Recipient by OKI.

Sub-Recipient: Colerain Township, a qualifying sub-recipient pursuant to 49 U.S.C. 5310(a) (2)

Master Agreement: a set of terms and conditions governing the administration of grants by recipients of FTA funds, published on October 1 of each year.

Milestone Date: Goal date(s) which are set by SORTA and monitored by FTA for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

SORTA: Southwest Ohio Regional Transit Authority, 602 Main St., Ste. 1100, Cincinnati, OH 45202, the Direct Recipient of FTA Section 5310 Grant Funds for the Cincinnati Urbanized Area

OKI: Ohio-Kentucky-Indiana Regional Council of Governments, 720 E. Pete Rose Way, Ste. 420, Cincinnati, OH 45202, the Designated Recipient of FTA Section 5310 Grant Funds for the Cincinnati Urbanized Area.

OMB: Office of Management and Budget of the United States Government.

Program: Section 5310 - OKI Region Enhanced Mobility of Seniors and Individuals with Disabilities.

Projects: the project funded by this Contract.

Public Transportation System: a publicly owned or operated transportation system using buses, rail vehicles, or other surface conveyances to provide transportation service to the general public on a regular and continuing basis.

Section 5310: Reference to Circular 9070.1G, 5310 Financial Assistance for Elderly and Individuals with Disabilities Program.

Standard Assurances: The assurances enumerated in FTA Circular 9070.1G, dated June 6, 2014.

Total Project Cost: the total cost of all projects in the contract.

US DOT: the United States Department of Transportation or any of its administrations.

US DOT Grant: a grant issued by US DOT under Section 5303, 5307, 5309, 5310 or 5311 of the Federal Transit laws or any other grant for transit assistance approved pursuant to Title 23 of the U.S. Code.

ARTICLE II

SECTION 1: PURPOSE OF CONTRACT

- 1.1 The purpose of this Contract is to provide federal financial assistance and project-related support to Sub-Recipient in accordance with the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.
- 1.2 The Grant Funds obtained through this Contract shall be applied toward the payment of the Total Project Cost in accordance with Section 2 of this Contract.
- 1.3 Sub-Recipient and each of its contractors agree to identify projects supported by FTA by attaching the appropriate emblems as the Federal Government may require.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 **Capital Project Description: Acquisition of an Expansion Passenger Vehicle.** This project consists of the purchase of one (1) passenger vehicle, as listed below. This vehicle will be utilized by the Sub-Recipient to provide transportation services to seniors and individuals with disabilities within the Cincinnati Urbanized Area. The Grant Funds will be applied to the Total Project Cost incurred.

- 2.2 The Project description and estimated costs under this Contract are as follows:

<u>ALI Code</u>	<u>DESCRIPTION</u>	<u>EST UNIT COST</u>	<u>QTY</u>	<u>EST. TOTAL COST</u>	<u>FEDERAL SHARE</u>	<u>LOCAL SHARE</u>
11.13.04	Buy Expansion Light Transit (LTL 12-2) Vehicle	\$128,490	1	\$128,490	\$102,792	\$25,698
	TOTAL		1	\$128,490	\$102,792	\$25,698

- 2.3 SORTA will provide vehicle procurement services through the State of Ohio Department of Transportation (ODOT) vehicle contracts ("State Contracts").
- 2.4 Sub-Recipient shall select vehicles through the State Contracts and will advise SORTA in writing of its selection. Upon receipt of Sub-Recipient's selection and the required local share, SORTA shall order the vehicle from the appropriate vendor through the State Contract, with instructions to the vendor to ship the selected vehicle directly to Sub-Recipient.

- 2.5 The vehicle(s) shall be titled in the name of Sub-Recipient, and SORTA shall retain a first lien on the title for the amount of the grant proceeds. Sub-Recipient shall be responsible for: (1) registering the vehicle in the appropriate jurisdiction, (2) maintenance and repair of the vehicle in accordance with FTA regulations, and (3) vehicle warranty matters. The Sub-Recipient shall provide SORTA with a copy of the Certificate of Origin/Title.
- 2.6 The Sub-Recipient agrees that the new vehicle will be an expansion vehicle in the Subrecipient's fleet that will be in operation for a minimum of five (5) years.
- 2.7 Sub-Recipient agrees to operate and satisfactorily maintain in a state of good repair the new vehicle in passenger service to meet Human Services Transportation program-related needs for a minimum five-year period in accordance with FTA requirements. Sub-Recipient shall provide OKI/SORTA with a Maintenance Plan for the vehicle asset based on the Original Equipment Manufacturers (OEM) recommended preventive maintenance schedule, prior to placing the vehicle into passenger service. Once in operation, the Sub-Recipient shall annually certify to OKI/SORTA that the vehicle has been properly maintained in accordance with the Plan.
- 2.8 Sub-Recipient shall safely operate the grant-funded vehicle(s) in accordance with applicable Federal and State safety requirements. Sub-Recipient shall ensure that the vehicle(s), when not in passenger service, are safely secured to protect against theft or vandalism.
- 2.9 The Sub-Recipient shall assist SORTA/OKI in maintaining Satisfactory Continuing Control of the vehicles purchased with Grant Funds. Sub-Recipient agrees to fully cooperate with OKI and SORTA in allowing OKI and SORTA to conduct required oversight activities.
- 2.10 As of December 31st of each year during the service life of the vehicles, the sub-recipient shall provide an inventory listing to OKI/SORTA for review. The Sub-Recipient shall complete and sign the "Fixed Asset Summary Form" (see enclosed Exhibit 1) accompanied by a detailed inventory listing and submit and to OKI/SORTA within 30 days following the end of each calendar year.
- 2.11 The Sub-Recipient shall, to the maximum extent feasible, coordinate the service provided by the FTA Section 5310 grant-funded vehicle(s) with transportation services financed by other federal departments and agencies.

SECTION 3: GRANT FUNDS

- 3.1 Capital: It is agreed that the Grant Funds paid in accordance with this Contract shall consist of a Federal amount not to exceed 80% of the cost of the vehicle(s). Vehicles shall be purchased by SORTA on behalf of Sub-Recipient, in which case SORTA shall not be obligated to order any vehicles on behalf of Sub-Recipient unless and until Sub-Recipient provides to SORTA the required local share amount.
- 3.2 The Project vehicles listed in Section 2 of this Contract must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year

after the execution date of this contract. Capital items not purchased or awarded by that date become ineligible for Grant Funds through this Contract.

- 3.3 Legislative or administrative action may reduce Program funds available to OKI and, thus, to SORTA for administration of this Contract. In the event such action occurs at any time before SORTA has made final payment under this Contract, SORTA shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1 and shall be required to pay only such amount as it may determine to be available.
- 3.4 SORTA reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability.

SECTION 4: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 4.1 Sub-Recipient shall at all times comply with all applicable FTA terms, regulations, policies, circulars, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement as they are currently and as they may be amended or promulgated from time to time during the term of this Contract. The Sub-recipient shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements, including updates to the FTA Master Agreement, as revised, and incorporated herein by reference. Relevant FTA Circulars may include, but are not limited to, C 4220.1F, 4702.1B, 4704.1, 5010.1E, and 9070.1G.
- 4.2 Sub-Recipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the contract, including but not limited to the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, Sub-Recipient shall furnish to SORTA certificates of compliance with all such laws, orders and regulations.
- 4.3 Sub-Recipient agrees that, as applicable to it, it is currently in compliance and will continue to adhere to the requirements of the ethics laws of the State of Ohio, the Commonwealth of Kentucky, and the State of Indiana as applicable.
- 4.4 Sub-Recipient shall immediately notify SORTA of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Contract.
- 4.5 SORTA hereby reserves the right to terminate the Project and cancel this Contract if SORTA and FTA agree that the continuation of the Project would not justify further expenditure of Grant Funds or there is pending litigation which, in the opinion of SORTA and FTA, may jeopardize the Grant Funds, the Contract between SORTA and FTA, or the Project.

- 4.6 If Sub-Recipient fails to comply with any of the provisions contained in this Contract, SORTA may terminate this Contract, pursue debarment of Sub-Recipient and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

4.7 Program Fraud and False or Fraudulent Statement and Related Acts.

(1) Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Sub-Recipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Sub-Recipient to the extent the Federal Government deems appropriate.

(2) Sub-Recipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Sub-Recipient, to the extent the Federal Government deems appropriate.

(3) Sub-Recipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION 5: REQUIRED INFORMATION AND DOCUMENTATION

- 5.1 Sub-Recipient shall submit copies of all documents relating to this Contract, including all bids and financial reports, to SORTA upon request or in accordance with the requirements of the appropriate program or other FTA guidance.
- 5.2 Sub-Recipient shall:
- (a) Maintain and update a complete inventory of vehicles and equipment supplied through Section 5310 programs;
 - (b) Maintain up-to-date records of all vehicle usage, mileage and maintenance, including full documentation of any accidents or damage to persons or property involving any vehicle it operates hereunder;

- (c) Submit on an annual basis, a report to OKI/SORTA that provides the actual number of rides (as measured by one-way trips) provided for individuals with disabilities and seniors on the vehicles supported by this Section 5310 funding;
 - (d) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Project;
 - (e) Upon delivery of vehicles, provide a Vehicle Delivery Checklist to SORTA; and
 - (f) Provide an Annual Certification to OKI that the grant-funded vehicles are being properly maintained in a state of good repair.
- 5.3 Sub-Recipient shall submit any other information to SORTA/OKI as requested by FTA or its agents.

SECTION 6: PROJECT ADMINISTRATION

- 6.1 If, for any reason, SORTA is requested to refund a portion of the Federal Grant Funds to FTA, Sub-Recipient shall promptly refund the amount of Federal share, payable to FTA or SORTA. Any such refund made to SORTA shall be initiated by Sub-Recipient upon receipt by Sub-Recipient of said written request by SORTA. The refund shall be completed within the timeframe specified by SORTA in the written request for refund.
- 6.2 Sub-Recipient shall permit SORTA or any of its agents to inquire into any agreements between Sub-Recipient and any third party pertaining to the Projects. Sub-Recipient shall also permit SORTA or any of its agents to inspect all vehicles, facilities, and equipment purchased for the Projects.
- 6.3 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by SORTA/OKI shall be investigated to determine the cause of the difference. Sub-Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment.
- 6.4 Sub-Recipient agrees that FTA, SORTA/OKI, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects. Sub-Recipient shall maintain all required records for at least five years after SORTA makes final payments and all other pending matters are closed.

SECTION 7: USE DISPOSITION/SALE OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 7.1 Sub-Recipient shall properly operate and maintain the federally assisted project vehicles for the duration of their designated useful life. If the sub-recipient unreasonably delays or fails to use the project vehicles for appropriate purposes continuously for the duration of the useful life, the sub-recipient agrees that it may be required to return the entire amount of that assistance to SORTA or FTA.

- 7.2 The sub-recipient agrees to notify SORTA immediately when any vehicles acquired under this contract are either involved in an accident, are damaged, or suffer casualty loss. The sub-recipient agrees that it must either replace any vehicles prematurely removed from service prior to expiration of their useful life or refund to SORTA/FTA the remaining unamortized 80% federal interest in the vehicle, based on straight-line depreciation.
- 7.3 Any alternative or incidental use of the project vehicles shall not occur absent the express written approval of SORTA and/or FTA.
- 7.4 The sub-recipient agrees that it is responsible for satisfaction of the remaining federal (80%) interest in any grant-funded vehicles prematurely removed from service. The cost of replacement vehicles shall be paid either from the sub-recipient's insurance proceeds and/or local (non-SORTA) funds provided or secured by the subrecipient. Neither SORTA nor the FTA shall be responsible for funding the cost of replacing any vehicles prematurely removed from service.
- 7.5 Sale or disposition of Project Assets/ Equipment shall be undertaken by Sub-Recipient only after receiving SORTA's written approval. If applicable, upon disposition, Sub-Recipient shall refund to SORTA the Federal share of the Fair Market Value of the Project Equipment that exceeds minimum disposition criteria.
- 7.6 Sub-Recipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment unless such action is authorized in writing by SORTA.

SECTION 8: REQUIRED INSURANCE COVERAGE

- 8.1 Sub-Recipient shall purchase and maintain a comprehensive policy of insurance upon the Project. Said policy (for vehicles) shall be in effect throughout the Project life and include collision, theft, and liability insurance, and shall name SORTA as a co-loss payee. Collision and theft insurance shall be maintained upon the Project in an amount no less than the Federal participation rate of the fair market value, and shall name SORTA and OKI as additional insureds. Liability insurance shall protect SORTA, OKI and Sub-Recipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by Sub-Recipient or by anyone directly or indirectly associated with Sub-Recipient. Unless Sub-Recipient receives the prior written permission of SORTA to carry a lower amount of insurance coverage, the minimum amount of liability insurance Sub-Recipient shall maintain is \$1,000,000 per occurrence (combined single limit), with no aggregate limit.
- 8.2 Sub-Recipient shall, upon execution of this Contract and upon any renewal of any of its insurance coverages, furnish certificates of insurance to SORTA. Sub-Recipient shall immediately provide SORTA with written notice of any ineligibility determination, suspension, revocation and/or other action or change relevant to the insurance requirements set forth in this Section.

SECTION 9: NO ADDITIONAL WAIVER IMPLIED

In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled in accordance with the Contract Dispute Resolution provisions in Section 15 of this Contract.

SECTION 10: SEVERABILITY

If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 11: INDEPENDENCE OF SUB-RECIPIENT

- 11.1 In no event shall Sub-Recipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of SORTA or OKI.
- 11.2 Sub-Recipient agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of SORTA or OKI, and will not by reason of any relationship with SORTA or OKI make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 12: REPRESENTATIONS AND WARRANTIES MADE BY SUB-RECIPIENT

- 12.1 Sub-Recipient hereby represents and warrants that it is an eligible sub-recipient of Grant Funds pursuant to 49 U.S.C. 5310(a)(2), and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.
- 12.2 Sub-Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in Sub-Recipient's application for the Grant Funds awarded pursuant to this Contract.

SECTION 13: ASSIGNMENT OF AGREEMENT

Sub-Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Contract without the express prior written consent of SORTA, and such written consent shall not release Sub-Recipient from any obligations of this Contract. Any purported assignment, transfer, conveyance, or subcontract of this Contract by Sub-Recipient in violation hereof shall be void.

SECTION 14: CONTRACTS OF SUB-RECIPIENT

Sub-Recipient shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Project(s) without the express prior written consent of SORTA.

SECTION 15: CONTRACT DISPUTE RESOLUTION

- 15.1 In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through informal negotiation between SORTA and Sub-Recipient. If no agreement is reached within a reasonable period of time after the commencement of such informal negotiations (not to exceed 30 days), the parties may elect to submit the dispute to binding arbitration using the American Arbitration Association (AAA) rules. Each party will choose a designated arbitrator, with the two arbitrators selecting a third. The parties shall bear their own costs and expenses related to the arbitration but will share equally in the cost of the arbitrators. Any arbitration proceeding hereunder shall be held in Hamilton County, Ohio.
- 15.2 Sub-Recipient shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify SORTA of any current or prospective litigation pertaining to any such third party contract.
- 15.3 Sub-Recipient hereby agrees that it will pay to FTA, through SORTA, the Federal share of any proceeds derived from any third party recovery.

SECTION 16: TERMINATION: DEFAULT AND BREACH OF CONTRACT

- 16.1 This Agreement may be terminated at any time unilaterally by SORTA for any violation of this Agreement. If the Agreement is terminated, Sub-Recipient shall be liable to repay to SORTA all of the Federal funds disbursed to it or the vehicle manufacturer/vendor under this Contract.

- 16.2 Neglect or failure of Sub-Recipient to comply with any of the terms, provisions, or conditions of this Contract or any other Grant Contract entered into between SORTA and Sub-Recipient, whether or not payment of Grant Funds has been fully or partially made, or failure of any representation made to SORTA in connection with any Grant Contract by Sub-Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* Sub-Recipient is unable in whole or in part to carry out its covenants contained herein, other than those contained in Section 12 hereof, Sub-Recipient shall not be deemed in default during the continuance of such inability.
- 16.3 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of Sub-Recipient. Sub-Recipient shall, however, remedy with all reasonable dispatch each cause preventing Sub-Recipient from carrying out its covenants contained herein.
- 16.4 Whenever an event of default has occurred, SORTA may (a) direct Sub-Recipient to comply with such orders of disposition of the Project Equipment and/or facility as SORTA may issue, (b) direct Sub-Recipient to return to SORTA the percentage of the Federal share of the remaining Fair Market Value, if any, which is realized from Sub-Recipient's disposition of the Project Equipment and/or facility, (c) refuse to pay any Invoices, and/or (d) require reimbursement from Sub-Recipient of all or any portion of the Grant Funds for any period of time that Sub-Recipient has been in default.
- 16.5 No remedy herein conferred upon or reserved by SORTA is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to SORTA upon any default by Sub-Recipient shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as after as may be deemed expedient by SORTA.

SECTION 17: CAPTIONS

The section captions in this Contract are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.

SECTION 18: OFFER: EFFECTIVE DATE

When transmitted by SORTA to Sub-Recipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to SORTA by Sub-Recipient within thirty days of such transmittal, unless an extension is granted in writing by SORTA at the request of Sub-Recipient. This Contract shall become effective on the date signed by SORTA. The obligations of the parties hereunder shall then begin.

SECTION 19: DRUG-FREE WORK PLACE

Sub-Recipient agrees to comply with all applicable State and Federal laws regarding a drug-free work place, including but not limited to, 49 CFR Parts 40 and 655. Sub-Recipient shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 20: EQUAL EMPLOYMENT OPPORTUNITY

- 20.1 In carrying out this agreement, Sub-Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. Sub-Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, Sub-Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 20.2 Sub-Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Sub-Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 20.3 Sub-Recipient agrees to ensure that disadvantaged business enterprises, as such are defined in 49 CFR Part 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 21: GOVERNING LAWS

This Contract and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Hamilton County, Ohio, and Sub-Recipient hereby irrevocably consents to such jurisdiction.

SECTION 22: DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REGISTRATION REQUIREMENT

Sub-Recipient shall be required to submit to SORTA prior to execution of this contract its unique nine-digit DUNS number issued by Dun & Bradstreet followed by the optional digit DUNS Plus number (reported for example as "999999999.9999").

SECTION 23: CLEAN AIR AND WATER

- 23.1 Sub-Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq, including, but not limited to, completing vehicle emissions inspections when instructed to complete such inspections by SORTA. Sub-recipient shall report each violation to SORTA and understands and agrees that SORTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 23.2 Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Sub-Recipient agrees to report each violation to SORTA and understands and agrees that the SORTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 23.3 Sub-Recipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION 24: ANNUAL AUDIT REPORTS

Sub-Recipient agrees to obtain an annual financial audit in accordance with Federal, State, and Local requirements and to provide a copy of the final audit report to OKI. In additions, as may be required, the Sub-recipient agrees to obtain a financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. sec. 7501 et seq., and applicable U.S. dot "Single Audit" requirements of 2 C.F.R. part 1201.

SECTION 25: BUY AMERICA

Sub-Recipient agrees to comply with 49 U.S.C. 5323(j), FTA regulations, "Buy America Requirements," 49 C.F.R. Parts 661 and 663, and implementing guidance FTA may issue.

SECTION 26: ENERGY CONSERVATION

Sub-Recipient and its Project Contractors agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, (42 U.S.C. 6321 et seq.).

SECTION 27: TITLE VI AND NONDISCRIMINATION

During the performance of this contract, Sub-Recipient, for itself, its assignees and successors in interest, agrees as follows:

- 27.1 **Compliance with Regulations:** Sub-Recipient will comply with all applicable requirements of Title VI of the Civil Rights Act of 1964, including the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT Title 49 CFR Part 21, FTA Circular 4702.1B and U.S. DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficient (LEP) Persons, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- 27.2 **Nondiscrimination:** Sub-Recipient, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Sub-Recipient will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 27.3 **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Sub-Recipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Sub-Recipient of Sub-Recipient's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 27.4 **Information and Reports:** Sub-Recipient will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SORTA, OKI or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Sub-Recipient will so certify to SORTA, OKI or FTA as appropriate, and will set forth what efforts it has made to obtain the information.
- 27.5 **Sanctions for Noncompliance:** In the event of the Sub-Recipient's noncompliance with the nondiscrimination provisions of this Contract, SORTA in consultation with OKI, will impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.

SECTION 28: PRIVACY ACT

Sub-Recipient agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Sub-Recipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Privacy Act may result in termination of the underlying contract. Sub-Recipient also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal Assistance provided by FTA.

SECTION 29: SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES

- 29.1 Sub-Recipient shall avail itself of all legal and equitable remedies with respect to any third party contract which relates to the Project and shall notify SORTA of any current or prospective litigation pertaining to any such third party contract.
- 29.2 SORTA may require Sub-Recipient to pay a proportionate share, based upon the ratio of the Federal Share to the Total Project Cost, of the proceeds of any third party recovery related to the Project.

SECTION 30: SUSPENSION AND DEBARMENT

- 30.1 This requirement applies to awards greater than \$25,000, to prevent fraud, waste, and abuse in state and federal transactions. Persons or entities, which by defined events or behavior, potentially threaten the integrity of federally administered programs are excluded from participating in FTA-assisted programs. State and FTA grantees not only are required to certify that they are not excluded from federally assisted transactions, but also are required to ensure that none of the grantee's sub-recipients, and third-party contractors and subcontractors are debarred, suspended, ineligible or voluntarily excluded from participation in federally assisted transactions.
- 30.2 Sub-recipient agrees to complete attachment A. (Certification Regarding Debarment, Suspension and Other Responsibility Matters).

SECTION 31: ANTI-LOBBYING (Receiving over \$100,000)

- 31.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 31.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 31.3 Sub-recipient agrees to sign attached Lobbying Form. (Attachment B. Certification of Restrictions on Lobbying) and return with agreement.

SECTION 32: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Sub-Recipient agrees to cooperate with SORTA in complying with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) sub-award reporting requirements.

SECTION 33: CHARTER BUS REQUIREMENTS

The Sub-Recipient agrees that it will not engage in charter service operations, except as authorized by 49 U.S.C. 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing.

SECTION 34: MODIFICATIONS

This Contract and each of its provision shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by SORTA and Sub-Recipient.

SECTION 35: RELEASE AND INDEMNIFICATION:

- 35.1 During the term of this Contract, SORTA and Sub-Recipient shall remain separate and independent entities. None of the provisions of this Contract are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent entities. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other Party.
- 35.2 Sub-Recipient acknowledges and agrees it is an independent entity and, therefore, is not covered by, or entitled to, any insurance or other benefits maintained by SORTA for its officers, agents, employees or contractors. Consistent with the foregoing, if any person employed by or under contract with Sub-Recipient, or any third party, is injured in the course of performing this Agreement, Sub-Recipient has no recourse against SORTA.
- 35.3 Sub-Recipient covenants and agrees to indemnify and hold SORTA, OKI, and their agents harmless against any and all loss, claim, cause of action, damages, liability

(including, with limitation, strict or absolute liability in tort or by statute imposed), charge cost or expense (including, without limitation, counsel fees to the extent permitted by law) arising out of (i) Sub-Recipient's negligent, intentional, willful or wanton actions or inactions, including such actions or the failure to act of any subcontractors or other employees hired by Sub-Recipient under this Contract, in Sub-Recipient's performance of any of its obligations under this Agreement, (ii) Sub-recipient's violation of any term or condition of this Contract; or (iii) any misrepresentation by Sub-Recipient set forth in any grant or deeming application, or other reports or documents submitted to government agencies by SORTA on behalf of Sub-Recipient. In no event shall Sub-Recipient's indemnification obligation be limited by the scope or amount of any insurance policy held by the Sub-Recipient.

SECTION 36: NOTICE

Notice under this Agreement shall be directed as follows:

IF TO SUB-RECIPIENT:

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

IF TO SORTA:

Sr. Manager, Grant Development &
Administration
Southwest Ohio Regional Transit
Authority
602 Main Street, Suite 1100
Cincinnati, Ohio 45202

SECTION 37: POLITICAL ACTIVITY AND CAMPAIGN FINANCE:

Sub-Recipient shall not use any of the Grant Funds for any partisan political activity or to further the election or defeat of any candidate for public office.

Sub-Recipient affirms that, as applicable to it, it has not knowingly violated any provisions of the campaign finance laws of the State of Ohio, the Commonwealth of Kentucky, or the State of Indiana, and that the award of this Contract to Sub-Recipient will not violate any provisions of the campaign finance laws of the State of Ohio, the Commonwealth of Kentucky, or the State of Indiana.

[Intentionally left blank]

SECTION 38: SIGNATURES

SUB-RECIPIENT: Colerain Township

DUNS Number: 095209193

Any person executing this sub-grant contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal's behalf.

By: _____

Print: _____

Title: _____

Date: _____

Southwest Ohio Regional Transit Authority

By: _____
Dwight A. Ferrell, CEO and General Manager

Date: _____

CERTIFICATE OF SUB-RECIPIENT'S ATTORNEY

I, _____ acting as attorney for Sub-Recipient, do hereby certify that I have examined this Contract and the proceedings taken by the Sub-Recipient related thereto, and find that the acceptance of SORTA's offer by the Sub-Recipient has been duly authorized by Sub-Recipient's action dated _____ (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state, and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of Sub-Recipient in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the Projects in accordance with the terms of this Contract.

By: _____

Title: _____

Date: _____

Exhibit 1 – Fixed Assets Summary Form

**Physical Inventory of Fixed Assets Summary
For the Year Ended 12/31/2018**

Exhibit 1 – Fixed Assets

**Exhibit 1 – Fixed Assets Summary Form
Physical Inventory of Fixed Assets Summary
For the Year Ended 12/31/2018**

I, the undersigned, (Agency Official) certify to the best of my knowledge that all fixed assets assigned to our agency purchased with Section 5310 Funds, as shown on the attached list, are continuing to be used solely for the purpose acquired, and that they do not exceed the need of the transit operation, that none of the fixed assets have been sold, damaged, lost or otherwise taken out of the transit operation, except for those in which the removal has been documented

Agency Official: _____

Original Cost of active assets at 12/31/18: _____
(per detailed listing provided).

Original Costs of assets disposed in 2018. _____
(per detailed listing provided).

Approved by: _____
Agency Official-Printed

Date Agency Official Signature

ATTACHMENT B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned hereby certifies on behalf of Subrecipient named below that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 20__.

Name of Subrecipient _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Printed Name of Official _____ Title of Official _____

PUBLIC SERVICES

Department: Public Services

Department Head:

Motion to Accept Donations

Recommend the approval of a motion to accept donations for the Megaland Playground Replacement Project from the following donors:

1. Rumpke \$3,000.00
2. Robin and David Foglesong \$100.00
3. Geoff Milz \$100.00
4. Kiwanis Club of Colerain \$300.00
5. Rick and DeeDee Wacksman \$50.00
6. Diana and Bob Rielage \$300.00
7. Adleta Construction \$400.00
8. ArabTermite and Pest Control \$300.00
9. The Bosarge Family (George, Tom, John, Micky) \$500,

Rationale:

Donations will be used to support the budget for the Megaland Playground Replacement Project.

PUBLIC SERVICES

Department: Public Services

Department Head:

Motion to Approve a Rental Agreement

Recommend approval of a motion to allow the Township Administrator to execute a Rental Agreement between the Township and Commencement Church.

Rationale:

Commencement Church is a long term renter in good standing and desires to continue its Rental Agreement for "Hall B" on Sunday mornings from February 1, 2019 to January 31, 2020 for a total of \$6,000.

RENTAL AGREEMENT

FOR THE LIMITED USAGE OF THE COLERAIN TOWNSHIP SENIOR & COMMUNITY CENTER BY COMMENCEMENT CHURCH

This agreement is entered into this _____ day of January, 20____ by the Colerain Township Board of Trustees, Hamilton County, Ohio, hereinafter "Township", and the Commencement Church, PO Box 18336, Fairfield, Ohio 45018, hereinafter, "RENTEE".

WITNESSETH:

1. **DESCRIPTION OF PREMISES:**

The Township, in consideration of the payment to them by the RENTEE of the rents herein provided for and of the other obligations imposed upon the RENTEE hereunder, does hereby lease unto the Lessee the real estate, located at 4300 Springdale Rd, Colerain Township, OH 45251 known specifically as "Hall B" of the Colerain Township Senior & Community Center, and referred to hereinafter as the "Premises."

2. **TERM:**

The RENTEE has agreed to rent the said Premises each and every Sunday morning from 9:00 a.m. until 12:00 p.m., from February 1, 20____ through January 31, 20____. Either party to this lease may cancel this rental lease by giving written notice 30 days in advance of cancellation. Written notice shall be given in accordance with Section 11 of the Rental Agreement. The Township reserves the right in emergency circumstances to utilize the Premises during a Sunday morning from 9:00 a.m. until 12:00 p.m. If such an emergency circumstance arises, the RENTEE will be refunded a pro-rated amount based upon the monthly fee for any missed Sunday.

3. **CONDITIONS:**

The RENTEE agrees that it will be responsible for set-up, take-down, and clean-up with respect to any event that occurs pursuant to this rental lease. The RENTEE agrees that the Township will not provide any employee, agent, person, etc., with to the RENTEE's use of the Premises in accordance with this rental agreement and instead, will be provided a key to the Premises that will be used to access the Premises in accordance with all the terms in this rental lease. RENTEE agrees that use of the key and/or accessing the Premises outside terms of this rental agreement may be deemed a breach of this rental lease. RENTEE may utilize a concrete pad as designated by the Township on which to park a small trailer for the purpose of storing RENTEE's supplies and materials.

4. **RENTAL CHARGE:**

As rental for the use and occupancy of the aforementioned Premises, RENTEE covenants and agrees to pay Township the total sum of Five Hundred Dollars (\$500.00) each month, for a total of Six Thousand Dollars (6,000.00) over the course of on the Rental Agreement. The Rental Charge must be paid in advance by the first day of each month, as Ohio Revised Code § 511.03 requires all rent to be paid in advance.

5. WARRANTY OF QUIET ENJOYMENT:

The RENTEE covenants and agrees that it has power and authority to make this Rental Agreement and that if the RENTEE shall observe and perform the covenants and agreements devolving upon it, then it shall have peaceable possession and enjoyment of the Premises without let, hindrance or disturbance by any person whosoever, unless otherwise stated in this Rental Agreement.

6. ASSIGNMENT OR SUBLETTING

The RENTEE may not assign this Rental Agreement and/or sublet the aforementioned Premises without the Township's express written consent. RENTEE agrees that they are the only entity using the rental facility. If assignment/subletting occurs without consent, final payment of the entire Rental Agreement shall become due by RENTEE.

7. WAIVER:

No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any subsequent breach of covenants and agreements or to justify or authorize the non-observance at any other time of the same or of any other covenants and agreements hereof.

8. COMPLIANCE WITH LAWS:

RENTREE agrees that in the use of the Premises it will comply with all local and state laws, and all rules, regulations and requirements of the Board of Health, Fire Department and other similar bodies or agencies having supervision or control of the use and maintenance thereof; the Premises shall not be used for any unlawful purpose.

9. DAMAGES:

RENTREE, in consideration of this Rental Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby stipulated, does hereby agree to indemnify and hold the Township, its Trustees, officers, employees and agents, free and harmless of any and all demands, causes of action or any other claims whatsoever for damage to property, or injury or death to persons, arising out of, or connected with, the rental and use of the Premises and its parking lot by the RENTEE and all persons attending the event.

10. LIABILITY:

The person executing this Agreement, for and on behalf of the RENTEE, hereby warrants that he is authorized to act in such capacity and has been duly authorized by such organization, and hereby assumes personal liability for the costs of excessive cleanup of the premises,

breakage or removal of Township property by the RENTEE or any members or guests thereof. RENTEE agrees that at least two persons 21 years of age or older will be present at all times if a group of persons under 21 years of age is present for an event. RENTEE agrees that Colerain Township will not be responsible for any loss of, or damage to, personal property arising out of, or connected with, the rental and use of the Premises and its parking lot by the RENTEE and all persons attending the event.

11. NOTICES:

All notices which may be proper or necessary under the terms of this Lease shall be given to the parties at the following addresses:

To Lessor/Township: **Geoff Milz, Administrator**
 Colerain Township
 4200 Springdale Rd.
 Colerain Township, OH 45251

To Lessee: **Commencement Church**
 PO Box 18336,
 Fairfield, Ohio 45018

12. INSURANCE AND INDEMNITY

RENTTEE agrees to defend indemnify and hold harmless Colerain Township and its employees from any claim, demand, suit, loss, cost of experience or any damage which may be asserted, claimed or recovered against or from the RENTEE by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the RENTEE, or by third parties, or by the agents, servants, employees or factors of any of them on the Premises known as Colerain Township Senior Center and its parking lot. RENTEE takes full responsibility for all property damage, accidents, and personal injury during the rental period. RENTEE will indemnify and hold harmless the Township, its board, officials and employees, from any and all loss that may be sustained for any such damage or injury and will promptly pay all liabilities.

Accordingly, RENTEE agrees to retain and secure throughout the entirety of this rental agreement liability insurance up to at least \$2 million in coverage on which it will list Colerain Township as additional insured.

RENTTEE has read, understands, and agrees the above policies and regulations and agrees to comply with the same. For and in consideration of the permission to use the above described Premise, I, the undersigned, acquit, discharge and covenant to hold harmless Colerain Township, its Officers, Employees, Servants and Agents of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on or account of, or in any way growing out of, any and all personal injury or property damage which may result

to group/organization/family members, or people as a result of participation in the
aforementioned activity at the above described Premises and its parking lot.

IN WITNESS WHEREOF, the parties have caused their names to be affixed as an
original on this _____ day of January, 20____.

Joshua McKinney, Pastor
Commencement Church

Geoff Milz, Township Administrator
Colerain Township

ADMINISTRATION

Department: Administration

Department Head: Jeff Weckbach, Assistant Township Administrator

Resolution Adopting Colerain Township Policy Manual

Recommend approval of a resolution to adopt the Colerain Township Policy Manual.

Rationale:

Colerain Township Administration strives to manage to policy and wants to have one central document that contains all known Township policies. In the past, policies were adopted at random and not housed in one central location. Employees, citizens, and elected officials often were not fully aware of the policies on file. There were also a number of policies that did not exist and have been drafted to be added to this document.

By formally adopting this policy book, the Township Trustees will be establishing their policy guidance for day-to-day operations of the Township. There have been three changes of note to this document since the first reading in that a new policy has been included for Retire/Rehire purposes, the two cyber liability policies have been merged into one, and a small modification to the Telecommunications policy was included to accurately reflect job responsibilities. Township staff recommends approval of this resolution.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____p.m., on the _ day of January, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Greg Insco, Mr. Raj Rajagopal and Mr. Dan Unger

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-19

RESOLUTION ADOPTING THE COLERAIN TOWNSHIP POLICY MANUAL

WHEREAS, the Board of Trustees sets the policy direction for Colerain Township employees; and;

WHEREAS, Administration and all departments intend on following the direction set by the Trustees in the Township Policy Book; and;

WHEREAS, the attached Policy Book represent a full list of all known policies and will supersede all previous versions of any adopted policy, except for existing financial policies that will be updated and presented independently.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The attached Policy Book be formally adopted by the Board of Trustees.
2. Any changes to these policies requires formal approval of the Board of Trustees by resolution.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
4. This resolution shall take effect at the earliest period allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Insco _____ Mr. Rajagopal _____ and Mr. Unger _____

ADOPTED this _____ day of January, 2019.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Dan Unger, Trustee

Raj Rajagopal, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

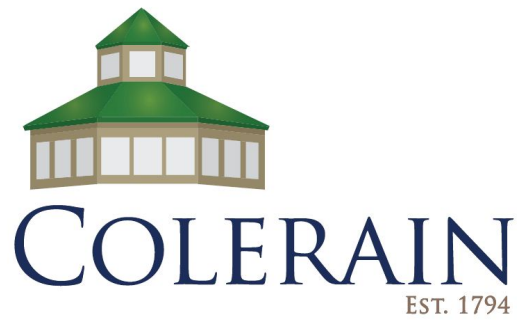
Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 8th day of January, 2019.

Heather E. Harlow
Colerain Township Fiscal Officer



COLERAIN TOWNSHIP

POLICY BOOK Including the: Employee Handbook

Adopted: January 8, 2019

Modified: January 8, 2019

For the employees,
please relay all questions to your Department Head or Human Resources

For the general public,
please relay all questions to:
513-385-7500

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Colerain Township

Policy and Procedure Acknowledgment

I acknowledge that I have received the Colerain Township Policy Book and understand that I should consult the Human Resources Department if I have questions. I will read and abide by all of the policies and rules contained in these documents.

I further agree that I will notify my direct supervisor or, in their absence, any Colerain Department Head of any observed or believed violations of the policies, procedures, and rules of Colerain Township.

After reviewing these documents, I will bring any issues needing clarification to the attention of my direct supervisor, or in their absence, the attention of any Colerain Department Head.

Subsequently the information, policies, and benefits described herein are subject to change at any time, therefore I acknowledge that revisions to the handbook may occur. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Township Board of Trustees has the ability to adopt any revisions to the policies in this Policy Book. I am responsible for maintaining a copy of these documents and, when updated, make the necessary additions or corrections to keep them current.

I understand that these policies, procedures and rules are binding and I am responsible for following them. I further understand that my failure to do so may result in disciplinary action, up to and including termination.

Employee Signature

Date

Employee Name (printed)

COLERAIN TOWNSHIP

HUMAN RESOURCES POLICIES

1.1 COLERAIN TOWNSHIP HUMAN RESOURCES GENERAL POLICY

INTRODUCTION

This Personnel Policies and Procedures Manual applies to all employees of Colerain Township, except where specifically delineated. (The Township's EEO, harassment, ethics, workplace violence policies apply to all Township volunteers and officers.)

This Manual is intended to summarize the Township's policies, procedures, benefits, and programs. It also presents the essential requirements for performance which will be expected from employees. Anything not clear should be discussed with an employee's immediate supervisor, Department Head, or Township Administrator.

This Manual is intended to provide general guidelines in ordinary language. It is not a contract of employment. The Township hopes that employment with us will be long and satisfactory. Nevertheless, all non-contract employees remain free to resign from their employment at any time, with or without cause, with or without notice. Similarly, the Township retains the right to terminate the employment of any non-contract employee at any time, with or without cause, with or without notice. No one but the Board of Township Trustees has the authority to change this, and the Board of Township Trustees may do so only by formal motion at a Board of Trustee's meeting. Any statements to the contrary by anyone else are unauthorized, expressly disavowed, and should not be relied upon by anyone.

This Manual is intended to cover most personnel issues that may arise. Any issues not covered will be resolved by the Board of Township Trustees, consistent with this Manual.

To the extent that the Manual conflicts with the collective bargaining agreements in effect for employees, the terms of the collective bargaining agreements shall prevail. To the extent that collective bargaining agreements are silent about matters addressed in this Manual, the Manual shall control to the extent permitted by law.

Nothing in this Manual shall prohibit the promulgation of specific department work rules, standing orders, general orders, SOPs, or other oral or written instructions. If there is a conflict between this Manual and a department rule or order, the more specific or more restrictive shall control.

The contents of this Manual are subject to change at the discretion of the Board of Township Trustees. Any change, to be effective, must be in writing and state that it is intended to change this Manual. Information about additions or changes will be distributed to employees as soon as practical. It is the employee's responsibility to insert these changes in their copy of the Manual.

POLICY STATEMENT

The Colerain Township Personnel Policies and Procedures are based on the following:

- The Township recognizes that each employee is entitled to be treated with respect, dignity, and courtesy.
- Each employee is entitled to fair wages in return for good job skills and adequate performance. Promotion and job opportunity will be based on employee performance, qualifications, experience, and objective evaluations.
- The Township is committed to providing safe and healthful working conditions for each employee. Each employee in return has the responsibility to work safely and help maintain the facilities in a safe and healthful condition.
- The Township recognizes the rights of its employees to join Collective Bargaining Units and is willing to cooperate with these Units to the mutual benefit of the Bargaining Unit, the employees, and the Township.

SEVERABILITY

If any part of these policies and procedures are determined to be invalid or unenforceable, all other parts shall not be affected and shall remain in full force and effect.

DISCLAIMER

These policies supersede all previous personnel policies of the Board of Trustees. The Board of Trustees specifically reserves the right to repeal, modify or amend these policies at any time, with or without notice. None of these provisions shall be deemed to create a vested contractual right in any employee; employment of all unclassified employees may be terminated at will. The policies are not to be interpreted as promises of specific treatment. Questions regarding interpretation of these policies shall be directed to the employee's supervisor who may seek clarification from the Department Head or the Human Resources Department.

CONFLICT OF INTEREST

Employees of Colerain Township are expected to adhere to the highest standards of personal and professional integrity and shall protect the interests of all residents. Personal gain shall not conflict with the employee's duty to serve the public.



1.2 COLERAIN TOWNSHIP EQUAL OPPORTUNITY EMPLOYER POLICY

POLICY

The Township will abide by all applicable laws prohibiting discrimination on the basis of race, color, religion, national origin, ancestry, sex, age, disability, veteran status, or any other unlawful factor.

Consistent with applicable laws requiring accommodation of disabilities, the Township will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. All requests for reasonable accommodation should be made to the Department Head.

The Township Equal Opportunity Employer policy also applies to the selection and treatment of independent contractors, personnel employed by temporary agencies, and other persons or agencies doing business with the Township.

1.3 COLERAIN TOWNSHIP EMPLOYMENT PROCESS POLICY

PURPOSE

This policy is intended to provide consistent guidelines for all departments to consider when posting for and hiring a new employee. The Township intends to provide all applicants a fair and equal opportunity for employment and employment will be based on merit.

POSTING OF JOBS AND INITIAL REVIEWS

1. Notice of Vacancy or Availability of Position
 - a. Notices of all open positions (with examination information if required) may be published by posting in Department Offices (for current employees and public viewing) and in such other places and through such other media as the Township Administrator deems advisable for such period of time as appropriate. All notices must carry the phrase "An Equal Opportunity Employer."
2. Application for Employment
 - a. In order to be considered for employment with Colerain Township, an applicant must submit a signed, formal application, using a form provided by the Township. The Township Administrator or his or her designee may require applicants to submit additional information. The application forms may require information about education, training, experience, references, work history, and other pertinent information. The Township may require examination or certification by one or more of the following: physical examination, psychological examination, fingerprinting and criminal background check.
3. Disqualification by Application
 - a. The Township Administrator or his or her designee may reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position applied for. The Township Administrator or his or her designee may also reject an application for other causes sufficient to affect the performance requirements of the position or compromise the integrity of the Township, including, but not limited to, unsatisfactory driving record, false statements or omissions on the application or accompanying materials, or deception or fraud during the application process.
4. Competitive Examination
 - a. The Township may use a competitive examination as a method to ascertain the merit and fitness of applicants to perform the position's tasks. The examination may be written, oral, physical, or performance testing, or any combination thereof. All examinations shall be

geared to evaluate the skills necessary to perform the requirements of the job classification applied for.

- b. All written competitive examinations shall be open to all applicants who meet the minimum standards of the job classifications being tested.
- c. There shall be no questions or inferences in any testing procedure related to race; political or religious opinions, affiliations or service; national origin; ancestry; age; disability; sex, or other protected class.
- d. For those job requirements that require specialized testing, the Department Head may conduct specific testing to ascertain applicants' merit and fitness for the position, provided that the specialized testing has been approved in advance by the Township Administrator, the Township Law Director, or both.
- e. A minimum rating system of all examinations shall be formulated that will provide eligibility lists of candidates meeting previously established criteria. Sound measurement techniques and scoring procedures shall be used in rating the results of examinations and determining the ranking of successful candidates. Successful candidates are those obtaining the minimum predetermined scores on all individual parts of the examination or the examination as a whole.
- f. The Township Administrator or his or her designee will notify in writing all candidates participating in an examination as to whether they passed or failed the examination. Upon written request, candidates who took an examination shall be entitled to inspect during normal business hours their examination results and the evaluation process used for rating. It should be noted that not all examination results are kept by the Township and may be held with a third party. Under those circumstances, the Township will not have the test results available for inspection.

5. Retention of Application Material

- a. Upon hiring an applicant, the application shall become a part of the individual's personnel file.
- b. The Township will retain applications for individuals not hired in accordance with open records law.

6. Eligibility List / Rating of Applicant

- a. All applicants may be rated according to their fitness to perform the requirements of the job classification for which the list is established. In cases where rating of experience, prior training, and other requirements form part of the examination process, the Township Administrator or his or her designee shall establish such procedures for the evaluation of all factors that serve to assist in the selection of the best qualified candidate.

REVIEWING OF APPLICANTS

Any applicant that meets the minimum criteria for a position will be reviewed by the Administrator or his or her designee.

- 1. Hiring from eligibility lists / rating of applicants shall be made from the list established except in the following cases:

- a. Filling of vacancies by promotion within the department.
 - b. Filling of vacancies by intra-department transfers.
 - c. Filling of vacancies by part-time or seasonal employees provided all application and hiring procedures have been followed.
2. Hiring of Relatives
- a. Colerain Township may hire relatives of certain employees if the applicant related to a Township employee meets all selection and hiring standards set forth in this Book and elsewhere, and the applicant fulfills all job qualifications of the position applied for. Colerain Township will not hire a relative in a supervisor-subordinate relationship under any circumstance.
3. Reviewing of Applicants / Interviews
- a. Department Heads or their designees may interview the top three candidates from the eligibility list, when there is an eligibility list. In cases where the list is fewer than three, those on the list shall be interviewed. Under no circumstances shall the hiring be made without the review of the Department Head.
 - b. Department Heads or their designees shall, at a minimum, obtain and discuss the following information with each applicant interviewed:
 - i. Current position, actual responsibilities, and length of service.
 - ii. Previous positions including duties and responsibilities (job classification will determine employment history required).
 - iii. Justification for any gaps in employment history.
 - iv. The reason(s) for leaving most recent position.
 - v. Reason applicant wants to work for Colerain Township, including knowledge of Colerain Township's operation.
 - vi. Applicant's strengths and weaknesses as they relate to working for Colerain Township.
 - vii. Applicant's career and personal goals.
 - viii. Other pertinent information the Department Head may require in determining the best candidate for the position.
 - c. An interviewer may not, under any circumstance, question an applicant directly or indirectly about his or her race, color, sex, age, religion, national origin, ancestry, or disability status.

POST-INTERVIEW

1. Before making an offer of employment, the Department Head or his or her designee shall verify, where applicable, the following information about the applicant:
- a. Complete reference checks by telephone or in writing.
 - b. Driving record as provided by the Ohio Department of Highway Safety, Bureau of Motor Vehicles.
 - c. Confirmation of college or post-secondary degrees or specialized certification with a transcript or review of copies of certifications.

- d. Use of polygraph or voice stress analyzer test shall only be implemented in those job classifications where clear security risks are involved. These tests shall be administered by licensed polygraph professionals only. If an applicant refuses a polygraph test, the Department Manager must consider such a refusal in light of all other information gathered about the applicant when making the hiring decision.
2. Post-Offer Physical, Psychological Examination and Controlled Substance Testing
- a. All applicants who are offered employment, except applicants for temporary, part- time, or seasonal positions, are required to have a post-offer physical examination by a qualified physician chosen by the Township. The Township may condition employment on the results of any required post-offer medical examination or test. The purpose of this examination is to confirm that the employee is physically able to perform the essential functions of the position for which he or she is applying. The Township shall bear the cost of said physical examination.
 - b. The post-offer physical examination will include a test for controlled substances, as set forth in the Township's Drug and Alcohol Free Workplace policy. See below. If the applicant tests positive for controlled substances, a second confirmatory test will be performed.
 - c. In those job classifications where a psychological evaluation is required to ascertain the fitness of a candidate, such examinations will be arranged and paid for by the Township.
3. Selection of Employees
- a. The Township Administrator is authorized to hire and fill all vacant positions, except for Department Head positions or the Assistant Administrator, as determined by the Table of Organization set forth by the Board of Township Trustees.
 - i. Annually, the Board of Trustees will approve an Organizational Chart for the Township that outlines all job classifications in the Township. The Board of Trustees can modify the Organizational Chart at any time by adopted Board motion.
 - 1. The Organizational chart will be accompanied by a complete listing of all job descriptions and pay ranges.
 - ii. The Township Administrator will make the Board of Trustees aware of any pending hire to fill a vacant, yet approved position prior to issuance of a formal offer letter.
 - b. The Board of Township Trustees will formally approve via motion the hiring and selection of all Department Head positions, the Assistant Township Administrator, and the Administrator.

NEW EMPLOYEES

1. Rate of Pay
- a. Generally, the Township will pay a new employee the minimum rate of pay the Township has established for his or her classification or job description. This will also apply to internal promotions. The Township Administrator may grant written exceptions, based upon the criteria set forth in this section.
 - b. The minimum rate of pay for each classification is based upon the assumption that the new employee meets the minimum requirements stated in the job description standards or

classification specifications. If in the rare circumstance the Township hires a new employee who does not fully meet each minimum requirement for a classification or job description, the Township will pay the employee at a rate below the minimum rate of pay for the job classification or job description.

- i. If a new employee's education, work experience, or other qualifications exceeds the minimum requirements for the classification to which the employee is assigned, the Township Administrator may hire the employee at a rate of pay above the minimum rate of pay for the classification or job description, provided the employee's skills and work experiences will benefit the Township.

2. Probationary Period

- a. Each new employee or promoted employee shall be required to serve a probationary period of twelve months.
 - i. All employees hired with a probationary period of employment will be evaluated every 90 days during the required period.
 - ii. Immediate supervisors for probationary employees will prepare the "90-day" evaluation utilizing the departmental or Township "Annual" or "Quarterly" personnel evaluation form.
- b. Upon satisfactory completion of the probationary period, an employee shall automatically attain regular "full-time" status.
- c. Should the "90-day" evaluation process determine that the probationary employee is performing at an "unsatisfactory" level, the respective Department Head/Administrator will decide whether the probationary period provided an appropriate amount of time to thoroughly evaluate the employee's performance.
 - i. The Department Head/Administrator may extend an employee's probationary period for up to an additional 12 months by notifying the employee in writing.
 - 1. Any employee who has their probationary period extended for any length of time will receive a "Performance Improvement Plan."
 - ii. The Department Head/Administrator may recommend that the employee be separated from employment.
 - iii. Any probationary employee may be separated from employment on or before the completion of their probationary period.

3. Orientation

- a. Colerain Township is responsible for the orientation of new employees, which includes reviewing in detail during the first week of employment the following information with employees:
 - i. General and department-specific Personnel Policies and SOPs;
 - ii. General and department-specific Safety Policies, including the requirement to complete the specific and applicable FEMA courses: such as ICS 100, ICS 200, ICS 700, and ICS 800;
 - iii. Employee Benefits;
 - iv. Disciplinary Actions;
 - v. The Township's version of "IT 101" that will cover basic cybersecurity issues;

- vi. Special duties requiring additional explanation. Following the explanation, the employee shall sign a statement of understanding, which shall be placed in the employee's personnel file.

1.4 COLERAIN TOWNSHIP JOB DESCRIPTION POLICY

POLICY

The Township uses job descriptions to aid in staffing, wage and salary administration, and training. These descriptions also help employees and supervisors in discussions about job responsibilities. Department Heads shall prepare job descriptions for new or revised jobs within their Department.

The job description should include a position's regular and occasional duties and responsibilities, essential functions, and minimum qualifications. A job description shall exist for any position found on the Township's Table of Organization and for all position titles held by employees of the Township.

However, job descriptions are not fixed, and may change over time. From time to time, employees may be expected to perform duties and handle responsibilities that are not part of their normal job.

Job titles are solely for identification and do not limit the assignment of duties. The goal is to have all employees work together for the best results, without artificial limitations. Employees agree to perform all of the duties associated with their job descriptions.

1.5 COLERAIN TOWNSHIP WORK HOURS & PAY SCHEDULE POLICY

PURPOSE

Employees are expected to maintain appropriate work hours in order to be available to the general public. Consistent attendance and work schedules will allow employees to adequately meet the needs of the public and to perform their duties in a manner that promotes teamwork and safety.

Work Hours

1. The Township Trustees, working through the Township Administrator, have the authority to establish work schedules and standard work days. The Township Administrator may, at his discretion, delegate this authority to Department Heads as he sees fit.
2. Township offices shall be open to the public from 8:00 A.M. to 4:30 P.M. daily except on Saturdays, Sundays, and on holidays as identified by this policy. The normal work week for full-time employees consists of forty hours of regular time per week, although some schedules may be different for employees under contract or those whose schedule includes rotating shifts or weekend duty. This is not a guarantee of a minimum or maximum number of hours per week.
3. The work hours of employees covered by a collective bargaining agreement shall be governed by the collective bargaining agreement and the department Standard Operating Procedures. Department Heads shall have the discretion of scheduling their personnel acting within the guidelines of the appropriate Bargaining Agreement.
4. The Township Administrator or his or her designee may deny leave requests of any kind (except FMLA leave) during special situations such as emergencies. The Township Administrator may, at his or her discretion, delegate this authority to Department Heads as he or she sees fit.

Meal Periods

Each full-time employee is required to take an unpaid meal period of one-half hour for every eight consecutive hours worked to be taken at the time approved by the employee's immediate supervisor. This meal period shall not count toward hours worked.

Pay

1. Some employees are paid on an hourly basis and some are paid on a salary basis. An employee's salary is intended as the employee's compensation for the work week regardless of the number of

hours the employee works in the week, whether fewer than 40 or more than 40.

2. The Board of Trustees determines the hourly and salary wage ranges for employees. Employees are paid bi-weekly. In range pay adjustments, including annual raises not dictated by a Collective Bargaining Agreement, should be approved by the Board of Trustees. Salary ranges for each will also be approved by the Board of Trustees.
3. The Township shall deduct court-ordered garnishments for child support or other reasons from an employee's pay.

Notice to Salaried Employees

The following notice is provided to exempt employees in accordance with the Fair Labor Standards Act. Exempt employees are paid on a salary basis, are not members of a collective bargaining unit, and are not eligible for compensatory time or overtime. The Township pays exempt employees on a salary basis. That means that exempt employees regularly receive a pre-determined amount of compensation each pay period on a weekly basis, subject to the exceptions listed below.

The law allows certain reduction in the pay of a salaried employee. The Township may choose not to reduce a salary, but the following reductions are the ones permitted by law: when the employee is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice providing compensation for salary lost due to illness; to offset amounts employees received as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary for the first or last week of employment if the employee does not work the full week, or for weeks when an employee's salary is reduced as the result of penalties imposed in good faith for infraction of safety rules of major significance. In these circumstances, either partial day or full day deductions may be made. Exempt employees do not need to be paid a salary in any work week in which they perform no work. Also, an employer may require employees to use accrued paid time off to cover absences, as long as it does not result in a prohibited reduction.

The Township's policy is to comply with the salary basis requirements of the FLSA. Therefore, we prohibit any improper deductions from the salaries of exempt employees. If you believe that an improper deduction has been made to your salary, you should immediately report this information in writing to your direct supervisor, or to the Fiscal Office. The Township will promptly investigate any report of an improper deduction. If the Township determines that an improper deduction has occurred, you will be promptly reimbursed.

OVERTIME / COMPENSATORY TIME

1. Overtime
 - a. The Township will pay non-exempt employees time and one-half their regular hourly rate for hours worked (for purpose of this policy hours worked does not include sick or vacation time) over 40 in a work week. The Township's work week will be from Sunday through

Saturday. The following conditions shall apply to overtime worked by Colerain Township employees:

- i. Overtime work is to be held to an absolute minimum.
 - ii. All overtime, except in circumstances of an emergency or unavoidable holdovers, must be pre-authorized by the Department Head.
 - iii. Signed authorization must be submitted with the payroll material to the payroll department to be verified and filed for audit.
- b. Department Heads shall have the authority to grant overtime compensation for full-time non-exempt employees, provided that the overtime compensation is permitted only for:
 - i. Work in excess of 40 hours per week, or other applicable work period for police and fire employees.
 - ii. Work on an employee's scheduled day off when the employee is asked to report to work.
- c. Overtime compensation may be limited to the restrictions and guidelines of the appropriate Collective Bargaining Agreement or to work in excess of the employees' work period for employees to whom FLSA section 7K provisions are applied.
- d. Department Heads and other exempt employees are not eligible for overtime pay.

2. Compensatory Time

- a. At the discretion of the Township Administrator or his or her designee, compensatory time off work may be granted at a rate of one and one-half hours times the number of hours worked on a scheduled off duty-day or in excess of the standard work period. Any accumulation of compensatory time must be approved by the Department Head prior to accumulation of time.
- b. An employee must schedule in advance the use of accumulated compensatory time, which must be approved by the Department Head. Accumulated compensatory time must be used within the year it is accrued unless the Township Administrator permits an employee to use it in the following year.
- c. The Township Administrator or his or her designee may:
 - i. Establish an absolute maximum limit for the number of compensatory hours an employee may accumulate.
 - ii. Require an employee with a high accumulation of compensatory hours to reduce the accumulation through the use of any portion of his or her accumulated hours within a specific time period.
 - iii. Require overtime compensation be monetary compensation in lieu of compensatory time off whenever the Township Administrator believes that allowing an employee to earn and be credited with compensatory time off is likely to generate a further overtime requirement to provide scheduled coverage or to accomplish necessary work duties when the employee uses the earned compensatory time off.
- d. Exempt employees are not eligible for compensatory time.

ATTENDANCE

1. Good Attendance Is Critical and Expected

- a. Good attendance is a critical part of every job at Colerain Township. Absenteeism and tardiness cause scheduling problems, threaten the high standards and service that the Township must maintain, and place significant hardship on fellow employees.
- b. Every employee is required to work the hours assigned. Every employee is responsible for being present at the location designated by the Department Head or his or her designee and ready to work at the correct time each assigned day. Every employee is responsible for working his or her entire work day, and not leaving work early unless authorized or directed by the Department Head or his or her designee.
- c. The Township recognizes that there are circumstances beyond an employee's control and that employees are occasionally unavoidably absent or tardy. The Township takes this into account when enforcing its work rule on excessive absenteeism or tardiness. However, any time an employee is late, absent, or leaves early, for any reason, even a good reason, that absence directly affects the Township's ability to serve its residents and also adversely affects the employee's co-workers.

2. Definitions

The following terms and definitions shall be used in the attendance policy:

- a. Absence - Failure of an employee to report to the assigned workstation during the hours he or she is scheduled to work.
- b. Tardiness - Occurs when an employee is not at the assigned workstation at the beginning of the scheduled work day or returning from specified meal periods.
- c. Leaving Work Early - Occurs when an employee leaves his or her assigned workstation before the end of the scheduled work day.
- d. Excused Absences - Occurs when an employee has notified and been approved by his or her Department Head for an upcoming absence, tardy, or the need to leave work early for an acceptable reason, such as FMLA leave and the approved use of sick leave, vacation leave, or other use of approved leave. Only under extraordinary circumstances and with final permission of the Department Head would an absence be considered excused without prior notification to and approval by the employee's Department Head. Department Heads shall not absent themselves from duty without the permission of their supervisor, (the Township Administrator or Assistant Administrator).
- e. Unexcused Absences - Occurs when an employee fails to notify the Department Head of his or her absence prior to the normally scheduled work time or is absent, tardy, or leaves work early without approval, even though approval may have been granted with proper notification.

3. Reporting Absences or Tardiness

- a. Employees who are going to be absent or tardy must provide their supervisor with as much notice as possible. Employees should personally report their absence or tardiness to their supervisor at least 60 minutes before the scheduled starting time. It is important that you speak personally with your supervisor if possible. If an employee needs to leave work early for any reason, the employee must notify his or her supervisor before leaving.

- b. An employee reporting an absence or tardiness, or requesting to leave early, must provide a valid reason.
- c. The Township may investigate any absences or suspected attendance abuses (such as frequent Monday/Friday absences).
- d. The Township will require an employee to use any available paid leave, including vacation or sick leave, while absent.

4. Discipline

- a. Excessive unexcused absences, regardless of the reason, will ultimately result in disciplinary action, up to and including discharge.
- b. Other attendance abuses, such as walking off the job, failure to give advance notice of tardiness when possible to do so, or excessive Monday/Friday absences, will be handled on a case-by-case basis, and may result in additional discipline up to and including discharge.
- c. An employee who is absent three consecutive scheduled work days without proper notification shall be subject to immediate termination.

5. Attendance Enhancements

- a. When in their sole judgment it is necessary and in the best interest of the community, the Township Trustees may implement programs to encourage employee attendance by using incentive and initiative programs.

TELECOMMUTING AND FLEX TIME

In order to balance the need to extend work hours to better serve our residents, to minimize the use of overtime, and to provide an incentive to employees to accommodate personal responsibilities, the Township will occasionally grant flex time or allow for telecommuting. It is understood that it is the discretion of the Department Head to grant flex time or telecommuting privileges and that these privileges may be revoke at any time, with or without cause.

In general, flex-time or telecommuting schedules should be approved by the Department Head. These work arraignments should not interfere with the regular operations of the department and should be used to accommodate special circumstances or to avoid the need for overtime. Non-exempt employees who are permitted to telecommute shall keep an accurate record of their hours worked and report that to their Department Head.

An employee wishing to request an alternative work schedule shall make a request to his or her Department Head for review and approval or disapproval. An alternative work schedule must be mutually agreed upon by the employee and Department Head. Any changes to the schedule must be approved by the Department Head. Employees may, at the discretion of the Department Head, be called to work despite an arraignment for an alternative schedule.

1.6 COLERAIN TOWNSHIP EMPLOYEE EVALUATION POLICY

POLICY

Each employee's performance shall be reviewed and appraised on at least an annual basis. It is the intent of the Administration to review each employee every quarter. The employee's immediate supervisor shall be responsible for conducting the review. The review shall consist of the following:

1. A written evaluation using standard forms that have been approved by the Township Administrator.
2. A discussion of the evaluation with Department Manager and then the employee.

Supervisors must evaluate each employee's performance in an objective, accurate manner. The evaluation shall be based upon job performance and employee qualifications, which shall, in turn, be based upon each position's job description and acceptable work standards. Other factors such as personal habits, outside activities etc., shall not be considered unless the activities reflect on the employee as a representative of the Township.

Employees shall review the written evaluation, discuss any questions or concerns about the evaluation with their supervisor, and make written comments about the evaluation.

The performance evaluation shall have a direct influence on salary and wage increases and shall in all circumstances be included in the evaluation process for advancement within each department and in the Township as a whole.

Personnel Files

All employees may have access to all documentation included in their personnel file that pertains to job performance. Upon request, employees may be supplied with copies of any document that is placed in their personnel file or any document in which the employee is required to sign. If the employee does not agree with the evaluation, they may appeal the evaluation in the same manner that an employee may appeal a disciplinary action. Access to personnel files shall be in accordance with the Ohio Law regarding public records. Internally, access to personnel files will be limited to only those specifically authorized by the Board of Trustees.

1.7 COLERAIN TOWNSHIP INSURANCE POLICY

PURPOSE

Colerain Township offers full-time employees medical benefits in order to comply with Federal law and to remain competitive with outside employers.

MEDICAL INSURANCE

The Township will provide medical insurance through a high deductible health plan to full-time employees with the township paying a percentage of the premium costs depending on whether employees choose Platinum or Gold Plan. Employees who choose Platinum Plan coverage will pay 20% of the coverage cost, while the Township will pay 80% of the premium costs. Employees who choose the Gold Plan are provided options that range from 0% to 30% employee contribution. Eligible employees may choose any of the Township offered Health Care plans. Spousal coverage isn't provided for part-time employees that are eligible for healthcare. Part time employees are not eligible to receive the MERP if spouse has other insurance or the waiver stipend if insurance is not elected.

Part-time Fire Department employees working more than 1500 hours and less than 2076 hours per year may participate in the Gold Plan coverage for the employee and/or the employee/children level of coverage. Spousal coverage isn't provided for part-time employees that are eligible for healthcare.

Health Savings Account

1. On the first business day of the plan year, the Township will make a biannual contribution to the Health Savings Account of all eligible full-time employees participating in the Medical Insurance program depending on the Health Care plan selected. The HSA rates will be set annually and provided to employees in advance of their benefits selections. These rates are subject to change.
2. Employees hired after the first business day of the plan year, the Township will make a prorated HSA contribution on behalf of the employee.

Dental Insurance

The Township will provide dental insurance to full-time employees with the township paying 80% of the premium costs.

Vision Insurance

The Township will provide vision insurance full-time employees with the township paying 80% of the premium costs.

Life Insurance

The Township will provide a group life insurance policy to all full-time employees with a face value of \$50,000.

CASH PAYMENT IN LIEU OF BENEFITS

Colerain Township currently offers a cash payment to employees in lieu of benefit elections in order to mitigate the overall costs to provide Health Insurance for Township employees. Employees who elect to not enroll in healthcare coverage will receive an annual stipend of \$2,600 paid semi-monthly. In order to be eligible to receive this stipend, employees must certify that they have existing alternative insurance available to themselves through a spouse or other source. This section is intended to comply with all federal and state rules and regulations, specifically the Affordable Care Act and ORC 505.603.

COBRA / LEAVE OF ABSENCE

When an eligible employee receives approval for a leave of absence without pay, the employee is required to pay his or her portion of the monthly benefit premium in order to retain coverage, in accordance with applicable laws for COBRA benefits. Failure to pay the required portion of the premiums will result in cancellation of benefits. This section also applies to employees who are on a leave of absence related to a worker's compensation injury.

COBRA affords employees and their currently covered families an opportunity to extend their employer health care coverage upon termination of employment, loss of coverage due to a reduction in work hours, or failure to return from FMLA. Federal COBRA rules determine how long an individual is entitled to this benefit. The individual enrolled in COBRA benefits will be required to cover both the employee and employer share of the health care costs. Failure to make these payments will result in a cancellation of coverage.

1.8 COLERAIN TOWNSHIP MERP POLICY

POLICY

Costs to provide health care to Township employees have risen drastically over several years. In order to try to reduce and/or control these costs, the Township offers a Medical Expense Reimbursement Program as an offset to no longer offering coverage to spouses who are able to obtain coverage through their own employer. This policy outlines the current Township MERP program and defines the criteria by which an employee's spouse is eligible to enroll in Township provided health care.

MERP

Colerain Township medical plans do not cover employee's spouses who are eligible for credible medical coverage through their employers, or that would be eligible for coverage in the absence of coverage under Township medical plans. The spouse must enroll in that coverage as they are not eligible to participate in any Colerain Township medical plans. This policy does not apply to vision, dental, or life insurance coverage. Employee's whose spouse does not have eligible health care coverage from an outside source will be eligible to enroll in the Township's health care plan.

To be considered credible medical coverage, the spouse's employer must pay at least 50% of the cost of the spouse's available medical plan. The plan must also have a deductible at or lower than \$5,950 for individuals or \$11,900 for families and meets all other Health Care Reform requirements, other than Limited Medical (mini-meds) plans, and where the employer pays at least 50% of the cost of coverage.

This policy is in place to reduce the overall health care burden of the Township. Savings will be realized due to the fact that employee spouses will utilize their employer's health care coverage for primary care. This should reduce the total number of claims that affect Colerain Township's annual health care renewal rates.

As an offset to the costs associated with this policy, the Township will offer a Medical Expense Reimbursement Plan (MERP).

1.9 COLERAIN TOWNSHIP PAID TIME OFF POLICY

PURPOSE

Colerain Township offers employees paid time off as a general workplace benefit. The Township encourages employees to utilize paid leave, as it is a general benefit to employee health and helps to prevent burn-out.

HOLIDAYS

1. Regular, full-time employees are eligible for 10 full Holidays and in each calendar year. To receive holiday pay, the employee must not be on a disciplinary suspension or on an unpaid leave of absence when the holiday occurs. Eligible employees who do not work on the holiday will receive eight hours of pay at their straight-time pay rate for each full-day holiday. The ten full-day paid holidays to which eligible employees are entitled are:

Holiday	Date Usually Observed
a. New Year's Day	January 1
b. Martin Luther King Day	Third Monday in January
c. Presidents Day	Third Monday in February
d. Memorial Day	Last Monday in May
e. Independence Day	July 4
f. Labor Day	First Monday in September
g. Columbus Day	Second Monday in October
h. Veterans' Day	November 11
i. Thanksgiving Day	Fourth Thursday in November
j. Christmas Day	December 25

2. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
3. All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement.
4. All Holidays will normally be observed on the date of recognized observance. A Department Head may authorize an employee to work on an established Holiday. In such instances, the employee either (1) will receive regular hourly pay for all hours worked on the holiday in addition to the standard holiday pay, or (2) at the discretion of the Department Head, may be given another day off during the pay period in exchange for working on the holiday.

5. Exempt employees are not entitled to compensation for working on holidays. At the discretion of the Administrator, exempt employees may be given another day off during the same pay period in exchange for working on the holiday.

VACATION LEAVE

1. Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rate for vacation is based on years of service from governments and/or council of governments from Ohio, Indiana and Kentucky. The effective date for recognizing service from other governments is for new hires on or after May 26, 2015.

Years of Continuous Service	Number of Vacation Days (per year)
a. 0 - 5 years	10 days
b. 6 - 10 years	15 days
c. 11-15 years	18 days
d. 16 - 25 years	22 days
e. 25 or more years	25 days

2. To promote employee wellness, employees are encouraged to use vacation leave in the year earned. However, it is recognized that job responsibilities may prevent an employee from using the appropriate accrual in the year earned therefore leave accumulation may be necessary.
3. Employees may carry over the equivalent of one year's accrual into the next vacation year, but at no time shall accumulate more than two year's vacation time.
4. Upon separation, employee shall be paid for no more than 40 hours of carryover plus the current year vacation accrual at their hourly rate at the time of separation. Any vacation in excess of the above limits is dropped and lost.

EXAMPLE:

- a. Employee A was hired February 1, 2015. On February 1, 2015 employee will be credited with the appropriate number of vacation days pursuant to this policy. In this example, 80 hours of vacation leave is credited to employee account. Employee A is encouraged to use vacation during the period of February 1, 2015 and January 31, 2016. Unused leave as of January 31, 2016 will be carried forward on February 1, 2016 and added to the 2016 accrual subject to the restrictions of this policy.

Below is a specific example for Employee A:

- | | |
|--|--|
| 1. February 1, 2015 | Earned 80 Hours |
| 2. February 1, 2015 – January 31, 2016 | Used 16 Hours (Eligible Carry-over = 64 Hours) |
| 3. February 1, 2016 | Earned 80 Hours |
| 4. New Balance February 1, 2016 | 144 Hours (64 carryover plus 80 hours earned) |
| 5. February 1, 2016 – January 31, 2017 | Used 40 Hours, Eligible Carry-over = 80 Hours) |
| 6. New Balance February 1, 2017 | 160 Hours (80 carryover plus 80 hours earned) |

Employee A lost 24 hours of vacation on February 1, 2017 because carryover was limited to one year's accrual.

- b. Employees who are on extended leave, such as worker's compensation leave, or employees who are unable to properly take time off due to scheduling conflicts, will be able to appeal their loss of vacation time. In order to appeal the loss of vacation time, the employee must submit a request in writing to keep their vacation time within five business days after the employee's anniversary date.
 - i. An independent three-member committee shall meet to review the employee's request. This committee will consist of the Administrator, Human Resources Specialist, and the Department Head of the employee's department. In the event that a Department Head appeals their loss of vacation time, the Township Assistant Administrator shall be the third member of the committee.
 - ii. This committee will meet as soon as possible after a request is submitted. This committee will hear testimony from the employee on why they should be permitted to keep their vacation time. The committee will then weigh the merits of the request and make a final recommendation to approve or deny, in full or in part, the request.

5. Vacation Usage and Scheduling

- a. Vacation time may be taken in one-hour increments
- b. Employees must submit vacation requests in writing to their Department Head in sufficient time to allow for proper scheduling. Employees are encouraged to submit vacation requests at least 60 days before the vacation date. It shall be the responsibility of the Department Head to establish criteria for scheduling of vacation either by internal policy or as directed by the appropriate Collective Bargaining Agreements. Department Heads must give written request for vacation to their direct supervisor (the Township Administrator or Assistant Administrator). The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval.
- c. Whenever possible, vacations will be scheduled to meet employee preferences, but the Township will consider existing and expected workload before determining whether the vacation may be taken at the requested time. The Township Trustees reserve the right to alter vacation schedules in order to insure efficient operation of the Township in time of emergency.
- d. Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.
- e. The Township will pay employees for earned, unused vacation upon retirement or termination, not to exceed the current year accrual plus 40 hours of carryover. Hours in excess of the 40 hours shall not be paid and are considered lost.

PAID SICK LEAVE

1. Use of sick leave

- a. Sick leave shall be granted to an employee, only upon approval of the Department Head, which may be subject to the approval of the Township Administrator or Board of Trustees or both. The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval. Sick leave may be used for the following reasons (except

illness or injury of the employee is not subject to the prior approval of the Department Head):

- i. Illness or injury of the employee.
- ii. Medical, dental, or optical examinations or treatment of the employee, when examinations cannot be scheduled during non-working hours.
- iii. Death of a member of an employee's immediate family. Sick leave usage is limited to five work days (40 hours).
- iv. Illness or injury of a member of the employee's immediate family, provided the immediate family member is being treated by an appropriate licensed practitioner and the employee's presence is necessary.
 1. Immediate family member is an employee's mother, father, grandparent, stepchild, grandchild, sister, brother, child, spouse, son-in-law, daughter-in-law, father-in-law, or mother-in-law, or a legal guardian or other person who stands in place of a parent.

2. Amount of credit

- a. All full-time employees shall accrue sick leave credit at a rate of 4.6 hours for each 80 hours of service not to exceed 15 work days or 120 hours per year. Sick leave will not accrue during an unpaid leave of absence, suspension, or layoff.

3. Notification

- a. Employees who are unable to report for work and who have not been previously approved to take sick leave are required to notify their immediate supervisor as soon as possible when they are unable to report for work due to an illness or injury. Notification must be made in accordance with any time or other requirements established by the Department Manager.

4. Advancements and accumulation

- a. Advanced use of sick leave shall not be granted. Sick leave may be accumulated without limit.

5. Verification

- a. If necessary, any supervisor designated by the Township Administrator or Township Trustees has the authority to check on an employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify the need for sick leave. If there is reason to believe sick leave has been improperly used, the Administrator or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.
- b. Employees are required to provide a doctor's note as follows:
 - i. when an employee is absent from work for five or more consecutive work days for reasons of illness or injury;
 - ii. when an employee has used 80 hours of sick leave within any six-month period; and
 - iii. upon request.

- c. When an employee has used 80 hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage fall below 80 hours for the most recent six-month period.
- 6. Use and pay
 - a. Sick leave, when approved, shall be charged in increments of one hour or as specified in the Collective Bargaining Agreement. Sick leave is paid at the employee's regular straight-time pay rate.
- 7. Pay for unused credit upon separation
 - a. Upon retirement from one of Ohio's public pension systems (proof of retirement benefit required), or death, the Township will pay full-time employees with at least five (5) years of service with Colerain Township and fifteen (15) years of governmental service in Ohio for 1/4 of the value of up to a maximum accumulation of 960 accumulated, unused sick leave credit hours (or a maximum of 30 days) upon retirement or death. Employees hired on or before January 1, 1997 and have completed at least fifteen (15) years with the township, shall be paid for a maximum of 45 days upon retirement or death. Employees that are re-employed under a retire/rehire arrangement from Colerain Township shall be paid their severance effective on their retirement date and shall not be eligible for any further payment for unused sick leave credit in the future. Upon payment of severance, unused sick leave balance is reset to zero. Employees employed under a retire/rehire arrangement as of January 1, 2015 shall receive severance at the time they terminate employment at the current daily rate of pay. Employees hired by the township who previously retired from one of Ohio's public pension systems are not eligible for pay for unused sick leave credit.
- 8. Seasonal and part-time employees earn no sick leave credits.
- 9. Employees who do not report for work due to illness or injury and who have exhausted all of their sick leave days (and FMLA leave) are subject to disciplinary action for being absent without approved leave.

DONATION OF SICK LEAVE

- 1. This policy is not intended to address "typical" illness/injury, elective surgeries, pregnancy, or other conditions or circumstances not considered as extreme or catastrophic.
- 2. Each request for donated sick leave will be considered on an individual basis. Each request will be evaluated on its own merits by a panel made up of the Township Department Heads, with their recommendation being provided to the Township Administrator, who will have final approval/denial.
- 3. Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to

allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury.

- a. An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated sick leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions:
 - i. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records,
 - ii. Has no accrued but unused sick leave, and
 - iii. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc.
 - iv. The maximum number of donated sick leave hours is equivalent to one (1) year's base work hours excluding extra-time/over-time
- b. Employees may donate their accrued but unused sick leave if the donating employee:
 - i. Voluntarily elects to donate sick leave and does so by signing the SICK LEAVE DONATION FORM (on file with Human Resources), which includes the name of the employee for whom the donated sick leave is intended. The total number of hours to be donated (on a 1 for 1 ration; one hour donated for every one hour used by employee receiving the donation);
 - ii. The donating employee will donate in increments of eight (8) hours;
 - iii. Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours.
- c. The Township will charge the donated sick leave hours in eight hour increments on a rotating basis from those who donated until such time as all donated time is used up. Additional accrued sick leave may be offered as needed on the same basis as established by this policy.
- d. Unused donated sick leave will be returned to the donating employee on a 1 to 1 basis as if it had not been donated or used.

PERSONAL DAYS

All full-time non-union employees will be granted two (2) personal days annually, equivalent to the employee's regular work hours. Unused personal days as of December 31st shall be forfeited.

1.10 COLERAIN TOWNSHIP OTHER LEAVE OF ABSENCE POLICY

PURPOSE

The Township recognizes that, in addition to paid leave, there are other circumstances that may arise that will require an employee a short or long term absence from work. These various types of leave are outlined below.

COURT LEAVE

1. All full-time employees who are called for jury duty or subpoenaed as a witness on behalf of the Township shall suffer no loss of straight time earnings for time necessarily spent in such duties.
2. When employees are released from jury duty or other court appearances prior to the end of their work day, they shall report to work for their remaining work hours.
3. Employees shall not receive court leave pay for court appearances related to a personal matter, either as a plaintiff or a defendant, or in a lawsuit that does not involve official Township business. These absences shall be leave without pay, unless the employee's Department Head approves the use of earned, unused vacation pay.
4. An employee who expects to be called for jury or witness duty must notify his or her Department Head as promptly as possible. The Township expects each employee to perform his civic duty; however, in exceptional cases the Township may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the Township in seeking to be excused from jury service.

MILITARY LEAVE & LONG TERM MILITARY DEPLOYMENT AND REINTEGRATION

All employees are entitled to military leave in accordance with the United Services Employment and Redeployment Act of 1994 (USERRA) and ORC 5923.05. Long term military leave (any military leave in excess of 180 days) and short term military leave will be covered by this policy.

Permanent public employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for period of up to one month, for each federal fiscal year in which they are performing service in uniformed services as well as establishing the guidelines for Colerain Township personnel with military activations, exceeding 180 days.

Employees on Military Leave & Long Term Military Deployment will be offered an opportunity to maintain health care coverage and related benefits through the Township while on leave. However, consistent with the Township's insurance policy, the employee will be required to pay his or her portion of the monthly benefit premium in order to retain insurance for any pay period that they do not receive compensation from the Township.

Colerain Township and each of its departments shall support employees and family members of employees who are members of the Armed Forces Reserves or National Guard by assisting in their pre-deployment, deployment, or post-deployment and reintegration.

1. Short Term Training (ORC 5923.05)

- a. Permanent employees are entitled to leave without loss of pay for a period of one month for each federal fiscal year from October 1 of the current year to September 30th of the preceding year.
- b. Paid leave is held to mean calendar days not working days.
- c. Employee accrual bank is not affected during this time period.

2. Long Term Deployment (ORC 5923.05)

- a. Permanent employees are entitled to leave without loss of pay for a period of one month for each federal fiscal year from October 1 of the current year to September 30th of the preceding year.
- b. Paid leave is held to mean calendar days not working days.
- c. Employee accrual bank is not affected during this time period.
- d. After the a period of one month has passed employee will receive the *lesser of the two* on a monthly basis until their return:

3. The difference between gross monthly wage and gross uniformed monthly pay or five hundred dollars.

4. Pre-Deployment

- a. Supervisors from the appropriate Township department shall be responsible for ensuring employees under their supervision are in full compliance with this directive.
- b. The employee will provide their immediate supervisor with notice (written or verbal) that they will be engaging in military service. Notice shall be provided as soon as the employee receives information of the upcoming military service.
 - i. Department supervisors will notify the department Chief or Director, via the agencies chain of command, of the upcoming military service obligation.
- c. Each department will identify a designee that will engage the service member and their family, as the Department's point of contact (liaison).
 - i. The point of contact (liaison), will act as the department's point of contact during the pre-deployment, deployment, and post-deployment phases.
 - 1. The liaison will coordinate all benefit and leave rights with the department and Colerain Township Administration.
 - ii. The employee must provide current telephone number(s) and email addresses to facilitate communication during the deployment.
- d. The employee will be offered optional storage of all department-owned equipment.

- i. Storage of Township issued firearm will be stored in the Department's armory during the employee's deployment. This is not optional.

5. Out Processing

- a. The individual agency Department Head or his/her designee will conduct an exit interview with the activated employee before deployment.
 - i. The exit interview is intended to be an opportunity for the employee to provide information to the department leadership staff that will assist the employee, or his/her family, while the employee is deployed.
- b. The employee may elect to have all departmental emails forwarded to their military email account.
- c. The departments will ensure that the service member employee's quarterly and annual evaluations are completed and submitted.

6. Post-Deployment/In-Processing and Reintegration

- a. The liaison shall meet with the service member employee upon returning from deployment.
 - i. The meeting will provide for the employee to discuss any concerns they may have concerning their employment (i.e. pay, benefits, assignment).
- b. The department will assist the employee with the scheduling of a meeting with an Employee Assistance Program (EAP) representative.
 - i. EAP meeting may be scheduled during employee work hours, if necessary.
- c. The department training supervisor will ensure that all employees returning from deployment exceeding 180 days are provided with any training deemed necessary for reintegration.

DISABILITY LEAVE OF ABSENCE

A leave of absence for illness or injury, including an on-the-job injury, may be granted if the employee provides satisfactory evidence of inability to work. Female employees will be granted leaves of absence for disability due to pregnancy on the same basis as leave for other disabilities.

Any employee absent due to illness or injury for more than three consecutive work days must provide a physician's statement verifying the reason for absence. When possible, the employee should establish a firm date as to when return to work is expected. If this changes, the Township must be informed immediately. When such date cannot be established, the employee must call the Township weekly with a progress report. The Township may require a medical examination by a physician chosen by the Township as a condition of granting or continuing the leave or reinstatement.

This disability leave is separate from and will be used simultaneously with any leave taken under the Family and Medical Leave Act (see below).

On any approved leave of absence in excess of one month (other than FMLA leaves) for employees with no paid leave available, the employee shall pay the total premium cost for his or her medical and life insurance for the duration of the leave. This cost is to be paid in advance of the first full month of leave, and prior to each month thereafter or the coverage will be terminated.

GENERAL LEAVE OF ABSENCE

Upon written request, the Township Trustees or their designated agent may grant leave without pay for a period not to exceed 90 days if the employee will be engaged in training for subjects related to public service, or for urgent personal reasons.

1. In extraordinary circumstances, the Trustees or their designated agent may grant one extension not to exceed 90 days. This extension is also without pay. Failure to return from a leave of absence at the specified date will be considered a resignation.

On any approved leave of absence in excess of one month (other than FMLA leaves), the employee shall pay the total premium cost for his or her medical and life insurance for the duration of the leave. This cost is to be paid in advance of the first full month of leave, and prior to each month thereafter or the coverage will be terminated.

LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

1. Basic Leave Entitlement
 - a. Under the Family and Medical Leave Act ("FMLA"), an employee who has been employed by the Township for at least one year and worked at least 1,250 hours in the previous 12 months, may take up to 12 weeks of unpaid leave during a rolling 12-month period, for any of the following reasons:
 - i. For incapacity due to pregnancy, prenatal medical care or child birth;
 - ii. To care for the employee's child after birth, or placement for adoption or foster care;
 - iii. To care for employee's spouse, son or daughter, or parent, who has a serious health condition; or
 - iv. For a serious health condition that makes the employee unable to perform the employee's job.
 - b. A "rolling 12-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.
2. Military Family Leave Entitlement
 - a. Eligible employees with a spouse, son, daughter, or parent on active duty in a foreign country or called to active duty status for deployment in a foreign country in the Armed Forces, including in the National Guard or Reserves, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
 - b. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a former member if treatment is within five years of service, who has a serious injury or illness incurred in the line of duty on

active duty.

3. Notice and Application

- a. An employee must provide at least 30 days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment.
- b. If a 30 day notice is not practicable, then the employee must provide as much notice as is practicable and generally must comply with the required call-in procedure. The initial notice must provide sufficient information for the Township to determine if the leave may qualify for FMLA protection.
- c. An employee shall complete a leave of absence application form, available from his or her supervisor, when requesting leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave.
- d. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment. (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves.) The employee must also state if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- e. The Township will designate the leave as FMLA or not and so notify the employee. If the employee disagrees, he or she should inform the Township immediately.
 - i. If the employee appears to be eligible, the Township will notify the employee of any additional information required, the amount of leave counted against the employee's leave entitlement and the employee's rights and responsibilities.
 - ii. If the employee is not eligible, the Township will provide the reason.

4. Medical Certification

- a. An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The Township will provide a form for this.
- b. When the duration of the condition listed in the original certification is 30 days, or less, if the employee's leave (whether full time, intermittent, or on a reduced schedule) is beyond 30 days, then a new medical certification shall be required after 30 days, and each 30 days after that.
- c. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

5. Definition of Serious Health Condition

- a. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.
 - b. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
- 6. Use of Leave
 - a. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary.
 - b. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 7. Pay and Benefits
 - a. All family and medical leaves are without pay, except to the extent paid leave is available. FMLA leaves are without benefits, except that group health and hospitalization insurance will be continued during FMLA leave with the same terms, conditions and employee contributions applicable to employees who are actively at work.
 - b. The Township will require an employee to use any paid time off that is available for the employee's family or medical leave, if the leave would otherwise be unpaid, and the paid leave counts against the 12-week entitlement.
- 8. Return from Family or Medical Leave
 - a. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance whenever practicable.
 - b. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.
 - c. Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefit or other employment terms.
- 9. Limitations and Enforcement
 - a. All leaves which may be available or taken under the Family and Medical Leave Act are subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.
 - b. An employee who believes his or her FMLA rights have been violated may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or

supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

- c. FMLA makes it unlawful for any employer to:
 - i. Interfere with, restrain, or deny the exercise of any right provided under FMLA;
 - ii. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

10. Other leaves of absence due to employee's disability or other reasons

- a. An employee who is unable to work but is not eligible for FMLA leave or has used all available FMLA leave, or who wishes leave for other reasons, must apply under the Township's general or disability leave of absence policies.

OCCUPATIONAL INJURY LEAVE

If an employee suffers a compensable injury or illness in the course of and arising out of employment with the Township and is unable to work, the Township may in its sole discretion grant the employee an occupational injury leave and pay the employee his or her full weekly rate of pay from the Township for up to the first six (6) months following the date of injury.

1. Such payments shall be made only to the extent that the employee would otherwise be eligible for, and shall take the place of, temporary total disability payments from the Bureau of Workers' Compensation.
2. The Township may require the employee to perform any duties within the limitations of such injury or illness. The period of injury leave shall be determined by the Township in its sole discretion, and the Township's decision shall not be subject to the grievance procedure.
3. In determining an employee's eligibility for occupational injury leave or ability to perform or return to work, the Township, in its sole discretion, may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the Township.
4. Occupational injury leave for certified members of the police or fire departments is governed by the SOPs for those departments.



1.11 COLERAIN TOWNSHIP WORKERS COMPENSATION POLICY

POLICY

All Township employees are protected at Township expense under the Ohio Worker's Compensation Program. From this fund, medical expenses are covered for workers who suffer injury or certain kinds of illness in the course of their employment. In addition, if workers are temporarily unable to work as a result of such injury or illness, weekly disability payments are made to them from this fund after they complete an initial waiting period of one week, as provided in ORC 4123.55.

Bureau of Workers Compensation claims involving an employee's time spent away from work due to injury will not affect personal leave balances as it relates to Vacation, Sick, Personal, or Compensatory Time.



1.12 COLERAIN TOWNSHIP DISABILITY RETIREMENT POLICY

POLICY

An eligible employee who, due to adverse health circumstances, applies for disability retirement through the Public Employees Retirement System (PERS) or the Police and Fire Pension Fund (OP&F) shall do so in accordance with the rules set forth in ORC 145.35 and any PERS or OP&F rules and regulations. The Public Employee Retirement Board or the OP&F Board is the final authority in determining eligibility for disability retirement. As part of determining eligibility the employee shall be required to submit to an examination by a physician.

1.13 COLERAIN TOWNSHIP UNLAWFUL HARASSMENT POLICY

PURPOSE

It has always been the policy of Colerain Township that all our employees should be able to enjoy a work environment and a job site free from all forms of discrimination, including sexual and other unlawful harassment. This policy applies to all Colerain Township employees and supersedes any individual department policy and shall comport with state and federal laws including the Civil Rights Act of 1991, Title VII of the Civil Rights Act of 1964, and Chapter 4112 of the Ohio Revised Code.

UNLAWFUL HARASSMENT

Any harassment on the basis of race, religion, color, national origin, disability, pregnancy, gender, age, or any other basis prohibited by law shall be considered unlawful harassment.

Prohibited harassment based on the above criteria includes, and is not limited to, behavior which:

1. Has the purpose or effect of creating an intimidating hostile or offensive work environment.
2. Has the purpose or effect of unreasonably interfering with an individual's work performance.
3. Otherwise adversely affects an individual's employment opportunities.

Specific prohibited behavior includes, and is not limited to:

1. Yelling, screaming, or demeaning behavior;
2. Public humiliation;
3. Social isolation or exclusion from workplace activities;
4. Blaming without justification;
5. Treating an employee differently from other employees in the department or work unit;
6. Intimidating or threatening actions, gestures, or statements; and/or
7. Direct, conditional, or veiled threats.

Unlawful harassment is a prohibited personnel practice.

SEXUAL HARASSMENT

Sexual harassment is a form of misconduct that undermines the integrity of the employment relation. Sexual harassment is against the law and is a prohibited personnel practice. Unwanted sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature shall be considered sexual harassment.

1. Examples of conditions that constitute harassment on the basis of sex include:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment.

- b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual.
 - c. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile, or offensive working environment.
- 2. No employee, either male or female, should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which, therefore, interferes with our work effectiveness.
- 3. Sexual harassment, whether committed by supervisors or non-supervisory personnel, and whether directed at employees or non-employees (i.e. residents, etc.), is specifically prohibited; this includes and is not limited to:
 - a. Offensive sexual flirtations, advances, questions, or propositions;
 - b. Continued or repeated verbal abuse of a sexual nature;
 - c. Graphic or degrading verbal comments or gestures about an individual or his or her appearance;
 - d. The display of sexually suggestive objects or pictures;
 - e. Sexually oriented jokes or comments;
 - f. Any offensive or abusive physical contact, including patting, pinching, rubbing, or brushing up against the body of another;
- 4. In addition, no one should imply or threaten that an applicant or employee's "cooperation" of a sexual nature (or refusal thereof) will have any effect on the individual's employment, assignment, compensation, advancement, career development, or any other condition of employment.

RESPONSIBILITY

- 1. Each supervisor has the responsibility to maintain the job site free of unlawful and/or sexual harassment. This includes discussing this policy with all employees and assuring them (employees) that, they are not to endure insulting, degrading, or exploitative unlawful and/or sexual treatment. In order to perform these duties, supervisors should:
 - a. Monitor the unit work environment on a daily basis.
 - b. Counsel all employees on the types of behavior prohibited and the procedure for reporting any form of harassment.
 - c. Stopping any observed acts that may be considered a form of harassment, and taking the appropriate steps to intervene, whether or not the involved employees are within their line of supervision.
- 2. It is the policy of Colerain Township to discipline, up to and including discharge, any employee found to have engaged in sexual harassment.

REPORTING

1. Employees should report any form of Harassment, including Sexual Harassment.
 - a. Any employee who believe that he or she has been the subject of unlawful and/or sexual harassment should report the alleged abuse immediately. All information disclosed shall be held in strictest confidence to the extent allowed by law, and otherwise will only be revealed on a need-to-know basis in order to investigate and resolve the matter.
 - i. An employee who believe he or she has been the subject of harassment should report the alleged act to an agency supervisor.
 1. The supervisor should immediately inform the agency department head, or if necessary the Township Assistant Administrator or Township Administrator. If the subject of the complaint is the Township Administrator, the employee may report the matter to the President of the Board of Trustees.
 2. The supervisor, once informed or as a witness to an incident of harassment, will prepare a memorandum for the appropriate department head or Administrator.
 - a. The memorandum should include the names of all persons involved, time and location where the alleged incident(s) occurred, the nature of the harassment, and any action taken.
 - b. The memorandum will be placed in a sealed envelope and sent directly to the department head or Administrator for determination of investigation.
 - ii. The individual alleging harassment will be asked to complete a report outlining the nature of the complaint.
 - iii. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.
 - iv. A final report will be written and shared with both the accuser and accused. This report will indicate the investigators understanding of the events and recommendations for disciplinary action. This report will then be filed in the accused personnel files, along with any other pertinent documentation.
 - b. The Township recognizes that determining whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires an investigation of all facts in the matter. Therefore, the Township may employ the services of trained investigators such as Police investigators or other outside resources, if necessary.

FALSE CLAIMS AND RETALIATION

1. Given the nature of this type of discrimination, it is also recognized that false accusations of sexual harassment can have serious effects on innocent individuals. Anyone filing an intentional or malicious false claim may be subject to disciplinary action, up to and including termination.

2. There will be no retaliation against any employee for filing a harassment complaint, or for assisting, testifying, or participating in the investigation of such a complaint.

1.14 COLERAIN TOWNSHIP EMPLOYEE DISCIPLINE POLICY

PURPOSE

All Township policies are expected to be followed by all Township employees at all times. Employee discipline is intended to be a corrective action that allows the Township and employee to be made aware of their violation of policy in order to correct behavior and improve performance. Progressive discipline also provides the Township, its elected officials, administrators, and department heads with the tools necessary to take action that may lead to termination.

TOWNSHIP RULES

1. The Township has established certain rules which it considers necessary to insure the orderly and efficient conduct of its business and to provide a good place to work for all employees. Everyone is expected to obey these rules and to use good judgment in honoring their intent.
 - a. In addition, employees are expected to obey department-specific rules and regulations (Standards of Operation) and to use good judgment in honoring their intent.
 - b. These rules apply equally to employees working on Township property and those working away from Township property.
2. These rules do not impose any contractual obligation on the Township and are not intended to include all possible grounds for discipline. They simply establish general rules which are accepted as proper at any place of employment.
3. Group I Offenses
 - a. There are certain major offenses which will almost always result in termination. A non-exhaustive list of examples of such offenses are:
 - i. Violation of Township's Drug and Alcohol Policy;
 - ii. Violation of the Township's Key Policy;
 - iii. Violation of the Township's Harassment Policy;
 - iv. Insubordination, which is the intentional refusal or failure to obey a lawful order from a supervisor or refusal to perform expected work duties;
 - v. Failure or refusal to perform assigned work;
 - vi. Theft;
 - vii. Work-related dishonesty;
 - viii. Falsification of records, or supplying falsified information (payroll, employment application, medical, insurance, time card, production records, leave forms etc.);
 - ix. Removing or attempting to remove property belonging to the Township, a resident, supplier, or employee, from the premises without proper authorization;
 - x. Abusive horseplay;

- xi. Intentional abuse or destruction of property belonging to the Township or an employee;
- xii. Sleeping on duty (except as written department procedures allow);
- xiii. Engaging in violent or threatening behavior;
- xiv. Violation of the Township's Dangerous Weapons Policy;
- xv. Reckless conduct which threatens or results in injury to person or property;
- xvi. Deliberate interference with production or with the work of another employee;
- xvii. Offering to take, or taking, a bribe or kickback of any kind in connection with work;
- xviii. Refusal to use required safety equipment or follow required safety rules;
- xix. Inducing or attempting to induce a Township employee to commit an unlawful act, or to act in violation of any Township or department-specific rule, regulation, or order;
- xx. Immoral or indecent conduct during work hours, conviction of a felony, or conviction of a misdemeanor involving moral turpitude;
- xxi. Any other conduct that brings discredit upon the Township or is a direct hindrance to effective performance of Township government.

4. Group II Offenses

- a. These offenses are of the kind which may be corrected by counseling, discipline, or both. However, depending on the circumstances and the employee's prior record, a violation may result in more serious disciplinary action, up to and including termination.
 - i. Poor work performance;
 - ii. Horseplay;
 - iii. Use of rude or obscene language;
 - iv. Violation of safety rules or failure to report defective equipment or safety hazards;
 - v. Failure to complete records promptly and accurately;
 - vi. Misuse of Township property, including waste of materials;
 - vii. Tardiness in returning from lunch or break periods;
 - viii. Neglect of job duties;
 - ix. Negligent abuse or destruction of property belonging to the Township or an employee;
 - x. Failure to punch in or out;
 - xi. Excessive garnishments;
 - xii. Inappropriate dress or grooming;
 - xiii. Excessive absence or tardiness;
 - xiv. Accumulation or abuse of Compensatory Time or Overtime without Department Head approval;
 - xv. Any conduct unbecoming a Township employee or other failure of good behavior, including and not limited to criminal indictments for minor offenses.

DISCIPLINARY ACTION

1. Township disciplinary action may include any of the following, in any order. The following list of possible disciplinary actions does not alter the at-will nature of non-contract employees'

employment, and the Township, in its sole discretion, may take any disciplinary action it deems appropriate (e.g., discharging an employee for a first offense).

- a. Verbal Counsel - Supervisors or Department Heads may utilize verbal counseling as an appropriate disciplinary response, depending upon the incident and extent of the rule, policy, or procedure violation.
- b. Written warning - Supervisors or Department Heads may issue written warning as a means of recording the supervisory response to a violation of department or Township rule, policy, or procedure. The employee must receive notice of the warning and demonstrate acknowledgement of the warning, via technology or signature.
- c. Written Reprimand – Supervisors or Department Heads may issue employees a written reprimand. A copy of the written warning should be signed by the employee and placed in the employee's personnel file.
- d. Suspension - A Department Head may suspend without pay any employee for such length of time as he or she considers appropriate.
 - i. The Township Administrator shall be furnished a written statement specifically setting forth reasons for such action, and a copy shall be forwarded to the affected employee upon written request.
- e. Demotion - A Department Head, with consent of the Township Administrator and notification to the Trustees, may demote an employee for disciplinary purposes.
 - i. Demotion is only to be used as a form of discipline for those employees in which a lower classification is available. The Township Administrator shall be furnished a written statement setting forth the reasons for such action, and a copy shall be forwarded to the affected employee upon written request.
- f. Discharge - The Township Trustees may discharge any employee for disciplinary purposes. The reasons for discharge must be documented in written form and maintained according to the Township's Record Retention Policy. A discharge letter must be served upon the employee in person or by sending a copy by certified mail, return receipt, to employee's residence with a return of service being filed with the Board of Trustees. Discharged employees are expected to immediately return all Township property.

GRIEVANCE PROCEDURE

All organizations have misunderstandings, differences of opinions, and concerns. The Township believes that timely, open discussion among parties is the best way to resolve such situations.

1. It is important that all employees read and understand the following procedure. This is the method to have any dispute or complaint about an individual's employment resolved.
2. This specifically includes disputes about any policy, procedure, or rule in this manual, as well as any other claim or complaint in any way related to an individual's employment, including discipline or termination. (Employees whose employment is covered by a collective bargaining agreement shall use the grievance procedure specified in the applicable collective bargaining agreement to resolve grievances.)
 - a. Step 1—Immediate Supervisor. An employee should thoroughly discuss an issue with his or her immediate supervisor. Most issues will be resolved at this level.

- b. Step 2—Department Head. If informal discussion with the immediate supervisor does not resolve the matter (or an employee has elected not to informally discuss the matter with his or her immediate supervisor), an employee may present the issue in writing to his or her Department Head no later than five (5) working days after the incident.
 - i. If an employee does not present a written appeal to his or her Department Head within five (5) working days of the incident, the issue is considered formally closed and not subject to further appeal or other consideration under this procedure.
 - ii. Within five (5) working days after receipt of the written complaint, the Department Head will issue a written response, meeting with the parties as needed.
- c. Step 3—Township Administrator. If the written response from the Department Head does not resolve the matter, the employee may, within five (5) working days after receipt of the Department Head's response, appeal the matter in writing to the Township Administrator. Within five (5) working days after receipt of the appeal, the Township Administrator or designee will issue a written response, meeting with the parties as needed.
- d. Step 4—Township Board of Trustees. If the written response from the Township Administrator does not resolve the matter, the employee may, within five (5) working days after receipt of the Township Administrator's response, appeal the matter in writing to the Township Board of Trustees. An appeal to the Township Board of Trustees must include the following:
 - i. The employee's name and signature;
 - ii. a statement about whether the employee requests a hearing before the Board of Trustees;
 - iii. a complete description of the incident giving rise to the grievance or appeal;
 - iv. a complete explanation of why the issue or decision being appealed should be modified, reversed, or disaffirmed;
 - v. rule, regulation, or policy alleged to have been violated;
 - vi. a copy of all documents or other evidence that supports the employee's grievance or appeal; and
 - vii. a statement of the desired remedy or resolution sought by the employee.
- e. If the employee is appealing the termination of his or her employment, the Township Board of Trustees will hold a hearing within 60 days, unless the employee requests an extension or requests that no hearing be held. The Township Board of Trustees may in its sole discretion elect to have a hearing for other employee appeals or grievances. The following hearing procedure will apply:
 - i. Hearings will be closed to the public, unless the employee requests otherwise.
 - ii. The Board of Trustees will review all written material.
 - iii. The Board shall hear all evidence from the Department Head, Township Administrator, Supervisor, or other relevant persons and their counsel if present.
 - iv. The employee may have counsel present at the hearing (at his or her own expense). The Board requests that an employee notify it in advance if he or she plans to have counsel present at the hearing.
 - v. The Board shall allow the employee, if present, and his or her counsel, if present, to answer any charges or present evidence in support of the appeal.
 - vi. The Board will examine all pertinent and relevant information.

- f. Within 30 days after the conclusion of the hearing (or, if no hearing is held, within 45 days after an appeal is filed under Step 4), the Township Board of Trustees will issue a written response, affirming, disaffirming, or modifying the appeal or disciplinary action. The Township Board of Trustees has the final authority in resolving an issue or dispute raised by an employee.
- 3. To Appeal a Suspension or Demotion
 - a. An employee who wants to appeal a suspension or demotion must start the appeal at Step 3, above.
 - i. An employee who is appealing a suspension or demotion must submit a written appeal to the Township Administrator within five (5) working days after the employee was informed of the suspension or demotion.
 - ii. If the written response of the Township Administrator does not resolve the matter, the employee may, within five (5) calendar days after receipt of the Township Administrators' response, appeal the matter in writing to the Township Board of Trustees under Step 4, above.
- 4. To Appeal the Termination of Employment
 - a. An employee who wants to appeal the decision to terminate the employee's employment must start the appeal at Step 4, above.
 - i. An employee who is appealing his or her termination must submit a written appeal to the Township Board of Trustees within five (5) working days after the employee was informed of the termination.
- 5. Failure to Appeal Results in Waiver
 - a. If an employee fails to timely present his or her dispute in writing to the Department Head under Step 2, to the Township Administrator under Step 3, or to the Township Board of Trustees under Step 4, the employee has waived any right to appeal and the matter will be considered resolved.
- 6. Remedies
 - a. An issue or dispute raised by an employee may be fully remedied by this procedure. Such remedies include, where warranted and by way of example only, assignment to a particular job, reinstatement to employment, back pay and benefits, and other appropriate remedies.

1.15 COLERAIN TOWNSHIP DRUG AND ALCOHOL FREE WORKPLACE POLICY

PURPOSE

Colerain Township prohibits the manufacturing, distribution, possession, purchase, or use of alcohol, drugs, controlled substances, drug paraphernalia or any combination thereof, while on the job, during a meal period, or on any Township work sites.

Work site is defined as the site for the performance of work done in connection with employment by Colerain Township (this excludes the possession or consumption of alcohol while off duty at Township social events where alcohol is being served). The penalty for this is discharge.

DRUG AND ALCOHOL FREE WORKPLACE

1. No employee may report to work, be at work, drive Township vehicles, or drive personal vehicles while on Township business while under the influence of alcohol or drugs. The penalty for this is discharge. An employee who tests positive for drugs or alcohol is considered “under the influence” and will be discharged.
2. The only exception to this policy is the legitimate possession or use of prescription or over-the-counter medication. Employees taking prescribed or over-the-counter medications that may alter their work behavior or impair their ability to perform their duties must report the use of these substances to their supervisors.
 - a. Any employee taking prescribed medication that leaves him or her unable to perform his or her job responsibilities satisfactorily should make proper arrangements with his or her Department Head. Failure to report will be treated as a violation of this policy.
3. If an employee is unexpectedly called to work when the employee could reasonably have expected that he or she was free to drink alcohol, and has been drinking alcohol, the employee must inform his or her supervisor immediately.
 - a. The supervisor will then decide the appropriate course of action. Employees who promptly report alcohol use under these circumstances will not be disciplined.
 - b. Any employee who fails to report alcohol use as described in this paragraph will be subject to discharge.
4. Colerain Township has, through its health insurance, an existing Employee Assistance Plan (EAP) that provides a means for employees to find suitable treatment for drug and alcohol abuse.
 - a. The EAP does not excuse participating employees from meeting performance standards while on the job.

- b. The employer will not exempt an employee enrolled in the EAP if the problems recur during the enrollment period.
- 5. Treatment of drug or alcohol abuse may be sought by voluntary referral. Any employee who feels he or she may have an alcohol and/or drug problem is encouraged to seek advice and help through the Employee Assistance Program (EAP). This type of referral will be accomplished in a confidential manner.
- 6. Treatment may also be obtained through mandatory referral. Department Heads may refer any employee for evaluation to the EAP because of deteriorating job performance or excessive absenteeism associated with the suspected use of alcohol or drugs.
- 7. Failure to follow the prescribed medical or psychological treatment and/or to improve work performance to an acceptable level will be justification for further disciplinary action on the same basis as any other employee whose work performance is unsatisfactory.

Testing

- 1. Testing will require that the employee provide a breath, urine, blood, hair or other sample, or any combination of these, or some other medically accepted procedure selected by the Township.
 - a. The Township will pay the costs of the initial screening and confirmatory test. The employee must sign the necessary consent and other forms requested by the Township or the testing agency.
- 2. In addition to any testing required by law, such as random drug screenings mandated by the State of Ohio, the Township may require drug or alcohol testing or both under the following circumstances:
 - a. Employment applicants
 - i. All applicants will be tested. An applicant who fails that test will be denied further consideration for employment.
 - ii. If the applicant refuses to cooperate fully in taking the test, he or she will be denied further consideration for employment.
 - b. Reasonable suspicion of a problem
 - i. Reasonable suspicion includes, but is not limited to, reliable reports of a violation of this policy; the odor of alcohol or marijuana on an employee; an accident to which the employee might have contributed; unusual employee behavior, appearance or speech; or possession of drug paraphernalia.
 - c. After a positive test result
 - i. Any employee who returns to work after a suspension or leave related to a positive test or otherwise related to drugs or alcohol may be required to submit to unannounced drug/alcohol tests for an unlimited duration.
 - d. Work-related accident and post work-related accident in Township vehicle
 - i. Any employee who is involved in a work-related accident or post-work related accident in a Township vehicle that results in an injury or property damage, or reasonably could have, will be tested.

1.16 COLERAIN TOWNSHIP EMPLOYEE SAFETY POLICY

PURPOSE

Colerain Township is committed to providing all employees with a safe and healthy workplace. The Township will maintain provisions for the health and safety of its employees as required by applicable law. Workplace safety and health is everyone's responsibility. All employees are expected to do everything necessary to keep the Township a safe and healthful place to work, including complying with this policy, as well as department-specific safety policies.

REPORTING

1. Employees must immediately report every injury incurred at work, no matter how slight, to their supervisor or Department Head.
2. Employees must complete an incident report at that time. A supervisor or Department Head should complete the injury investigation report.
 - a. If a supervisor or Department Head disagrees with or questions any part of an employee's incident report, the supervisor or Department Head shall report this to the Township Administrator.
 - b. Failure to promptly report an injury and complete an incident report may preclude approval of any subsequent worker's compensation claim and may result in disciplinary action against the employee.

SAFETY AND HEALTH RULES

1. The following are general rules of safe and healthful practices which must be observed at all times. This is not a complete list. Each employee must think and act carefully, sensibly, and reasonably at all times to maintain a safe and healthful workplace. Employees must also follow the safety and emergency rules and procedures for their department. The general rules include:
 - a. Note the location of every exit, fire extinguisher, and first aid materials.
 - b. Keep all aisles and exits clear.
 - c. Properly dispose of all refuse.
 - d. Report defective equipment and unsafe conditions or practices immediately to your supervisor (employees who believe that their supervisor has not been responsive to such a report must contact their Department Head promptly). There shall be no retaliation or adverse treatment toward any employee based on raising or reporting good-faith safety or health concerns.

- e. Good housekeeping is required. There should be a place for everything and everything should be kept in its place. Every employee is responsible for keeping his or her work area clean and orderly.
- f. Clean up any water or slippery substance on the floor.
- g. No horseplay.
- h. Wear a seatbelt while driving or riding in a Township vehicle, or while driving or riding in a vehicle while on Township business.
- i. Report all injuries, accidents, or damage, regardless of severity, to a supervisor or Department Head immediately.
- j. Report any disability that interferes with essential job functions, either when it is incurred or at the point at which it begins to interfere with essential job functions. This is required for the sole purpose of enabling the Township to discuss any needed accommodation and in order to enable management to offer reasonable accommodation, where appropriate.

MEDICAL EXAMINATIONS

In the interest of health, safety, or job performance, and when consistent with business necessity, employees may be required to have a medical examination by an examiner chosen by the Township at any time at the Township's expense. The Township may require you to provide authorization for release of records and information as part of an examination or in connection with any claim against the Township, consistent with applicable law.

WORKPLACE VIOLENCE

Violence in the workplace will not be tolerated in any form.

It is the policy of Colerain Township that any employee who commits or threatens to commit an act of violence towards another employee, officer, volunteer, customer, or anyone else involved with the Township will be disciplined, up to and including termination of employment.

Report as soon as possible any oral or physical threat of violence, violation of the Dangerous Weapons Policy, or any other suspicious individuals or activities to your supervisor, a Department Head, the Township Administrator, or the Board of Township Trustees.

If the employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, the employee should get emergency assistance as soon as possible, and if appropriate, dial 911. In addition, any Department Head or supervisor who has been made aware of a potential threat of violence shall notify the Chief of Police directly and immediately. The Township Police Department will then investigate the reported threat and follow up as deemed appropriate, including the filing of necessary and appropriate criminal charges.

1.17 COLERAIN TOWNSHIP DANGEROUS WEAPONS POLICY

PURPOSE

In the interest of maintaining an environment that is safe and free of violence for its employees and visitors, Colerain Township prohibits the wearing, presence, or use of dangerous weapons on all Colerain Township property.

REGULATIONS

Throughout this policy, “Dangerous Weapons” include, but are not limited to, handguns, firearms, explosives, and other weapons further defined by Ohio statute and/or local resolution. Dangerous weapons are not allowed on Colerain Township property, except in the limited situations described in this policy. Township property includes all Township-owned or leased buildings and surrounding property, such as parking lots and walkways. Further, this policy prohibits dangerous weapons in all Colerain Township-owned or leased vehicles, except public safety vehicles as required by the nature of the work performed during operation of the public safety vehicle.

If employees have a question regarding the applicability of this policy, they should contact the Assistant Administrator or Administrator as soon as the question arises. Employees have the responsibility to make sure that any item in their possession is not prohibited by this policy. Employees must report any other employee whom they know to be carrying a dangerous weapon prohibited by this policy.

VIOLATION OF THE POLICY

Any employee who violates this policy is subject to disciplinary action, up to and including discharge. If an employee is aware of an employee or visitor who violates this policy, the employee shall notify the Colerain Police Department.

Ohio law prohibits persons with or without a valid license, to carry a concealed handgun onto a premises that is owned by the state or any political subdivision of the State of Ohio, including Colerain Township. Colerain Township will prosecute all violations of Ohio’s weapons / concealed carry law that occur on Township premises. This law applies to employees, vendors, volunteers, governmental officials, visitors, clinical practitioners, independent contractors, staff members, and any other persons entering onto Township premises for any reason.

EXCLUSIONS

This policy does not apply to any public safety or security personnel who are required to carry a weapon by virtue of their office. The Fire Chief, at his or her discretion, will determine which Fire Department employees are required to carry a weapon. Any employee required to carry a firearm will complete a firearm training program that has been approved by the Peace Officer Training Commission or similar

program administered by the Ohio Peace Officer Training Academy. These individuals will also be required to complete a firearms requalification program each year.

RIGHT TO SEARCH

Colerain Township reserves the right at any time and at its discretion to search all Colerain Township-owned or leased vehicles. This search is inclusive of all packages, containers, briefcases, purses, lockers, desks, and persons entering Colerain Township property, for the purpose of determining whether any dangerous weapon has been brought onto Colerain Township's property or premises in violation of this policy.

Any employee failing or refusing to promptly permit a search under this policy will be subject to discipline up to and including termination.

1.18 COLERAIN TOWNSHIP TRAINING AND TRAVEL POLICY

PURPOSE

The Township recognizes that there is likely a need for employees to travel to various types of training in order to further the employee's expertise. It is also understood that training provides a mutual benefit to both the employee and Township that will allow for enhanced operations and greater efficiency in service delivery. Training is encouraged and this policy directly addresses Township related expenses, such as mileage and meals.

Township Reimbursement

1. The Township may reimburse employees for expenses incurred while conducting business outside of the Township. Department Heads may also authorize in advance the reimbursement of expenses incurred while employees attend schools of instruction, institutes, or seminars of a nature directly relating to the art and science of their particular employment.
2. All requests for travel and training must be approved by the Department Head before any expenses are incurred. The Department Head should verify that there are sufficient funds in the training budget and that a purchase order or blanket certificate exists to cover the training. Employees may submit a request for training/travel form to their Department Head for approval.
3. The costs for registration, transportation, and lodging shall be reimbursed at a rate of the actual amount expended. Employees should submit a copy of the completed, signed travel expense reimbursement form or similar travel reimbursement approval documentation, along with a copy of all receipts. However, in those unusual circumstances in which receipts are not available, the following procedures should be followed:
 - a. Document time, date and type of expenditure, along with reason for lack of receipt.
 - b. Submit each individual non-receipt expense for approval by Department Head.
 - i. The Department Head must authorize, in writing, the approval of any such non-receipted items.
4. In each case (receipt and non-receipt), the overall expense must be submitted for authorization by the Department Head. The Board of Trustees are confident that none of the Township employees will take advantage of this benefit by abusing the fact that there is a "no limit per expense item." It is a known fact that travel expenses (lodging, meals) vary greatly across the country, consequently the reimbursement costs will also vary. Employees also shall not engage in training or travel if there is not adequate funding available.

Per Diem

1. In lieu of providing receipts for meals and incidentals, the Township will provide daily per diem in accordance with the U.S. General Services Administration (GSA) schedule for meals and incidental expenses based on the location of the meeting/conference.
2. In no way does this policy on travel expenses require or obligate Colerain Township to pay for any expenses that are deemed inappropriate by the Employer. As a reminder, the use of a Township issued credit card or similar card should not be used for meal expenses.

MILEAGE

Under certain circumstances, employees may be required to travel to a location other than their normal workplace as part of their daily duties or for training. When this occurs, an employee will be eligible to submit a request for mileage reimbursement. All mileage incurred on an employee's privately owned vehicle related to work functions is eligible for this reimbursement. Note, commuting expenses to an employee's worksite are not eligible for reimbursement.

Travel that will be submitted for a mileage reimbursement must be by the most direct route to the final location, unless an alternate route would be more effective or save time.

In order to receive the mileage reimbursement, the employee must complete the mileage reimbursement form. Employees will be reimbursed at a rate of at the rate equal to that allowed by the Federal Government for private auto travel, or other rate determined by the Board of Trustees. Employees must submit any and all requests for reimbursement by the end of the month in which the mileage was earned.

A Department Head may reject a request for mileage reimbursement, provided they offer an appropriate rationale for the rejection in writing.

1.19 COLERAIN TOWNSHIP OPERATION OF TOWNSHIP VEHICLES POLICY

PURPOSE

The purpose of this policy is to define the minimum standard of responsibility of employees in insuring that those persons operating Township vehicles and equipment, as well as private vehicles on Township business, are qualified to do so.

Additional purposes are to control and limit Township liability in the event of vehicular accidents and to set policy for internal controls for those employees showing deficiencies in acceptable driving habits. Department SOPs may be more restrictive in scope, provided the established policy is not in conflict with the pertinent collective bargaining agreement and the policy falls within the law (e.g., CDL and emergency vehicle requirements).

PROOF OF DRIVER'S LICENSE

1. No employee may operate any Township-owned vehicle or private vehicle on Township business without a valid, unrestricted operator's license required for the particular type of equipment operated.
2. Employees whose license has been suspended may not operate Township vehicles or equipment regardless of any court exemption or waiver of the suspension for driving for work purposes. Restrictions for medical reasons (e.g. eye glasses) that do not prevent the performance of essential job functions are not subject to this policy.
3. Employees must promptly notify their immediate supervisor of
 - i. Any driving restriction
 - ii. Any driver's license suspension
 - iii. Any motor vehicle or traffic violation or citation received in a Township vehicle or in a personal vehicle while on Township business
 - iv. Motor vehicle violations or citations which could result in the imposition of points by the bureau of motor vehicles
 - v. Auto accidents in Township vehicles or in personal vehicles while on Township business, regardless of severity of accident or who was at fault.
- b. The supervisor is required to inform the Department Head who shall notify the Township Administrator.

4. At least every 12 months, the Human Resources division is responsible for verifying the current driving status of all employees whose jobs require them to operate Township vehicles or personal vehicles on Township business.

SEAT BELTS

In the interest of safety, compliance with Ohio State Law and most importantly reduction in personal injury, it shall be the policy of Colerain Township that all employees shall wear safety belts when in a Township-owned vehicle or on official Township business. The only exception are those instances where the vehicle is not equipped with safety belts.

MILEAGE REIMBURSEMENT

If Township employees use their private automobile in the conduct of Township business, they shall be compensated at the rate equal to that allowed by the Federal Government for private auto travel, or other rate determined by the Board of Trustees. Mileage reimbursements should, to the extent possible, be administered in accordance with the Training and Travel Policy.

MAINTENANCE

Each vehicle shall be maintained in a clean and sanitary manner. Employees will be responsible for keeping their vehicle free of trash and general debris. Vehicles should also receive routine maintenance as identified by the Fleet Division. Employees should immediately report any suspected maintenance issues to the Fleet Division as soon as possible in order to receive appropriate service. This intent of this section is to ensure that vehicles are maintained in a safe and orderly manner.

TAKE HOME VEHICLES

Certain employees may be granted the opportunity to have a take home vehicle as determined by the Township Administrator. Take home vehicles are considered a privilege and this privilege may be revoked at any time and for any reason.

While operating a take home vehicle, employees will avoid actions that could be perceived as improper or unsafe. Vehicles will be operated according to all applicable state and local laws. Employees should not use the take home vehicle for personal use. If a vehicle is clearly identified as a Colerain Township vehicle, then employees will be expected to wear on-duty uniforms or clothing.

Employees will be responsible for the appearance and activity of any passenger who is accompanying the employee in the Township vehicle. In general, non-Township employees should not be transported in a Township vehicle for non-business related purposes.

Noncompliance or violation of this policy may result in disciplinary action.

Traffic Crash Reporting Procedure

1. If an employee is involved in an accident in either a Township vehicle, or personal vehicle on Township business, the following procedure shall apply:

- a. Accidents must be reported according to Ohio Law, Department SOP, and insurance carrier requirements. Contact Colerain Police Department, if the crash occurred in Hamilton County. If the crash occurred outside these Counties, notify the local jurisdiction responsible for law enforcement.
- b. If vehicle is equipped with radio, use radio to contact emergency services (if necessary), police, and supervisor in the order specified; otherwise use the nearest telephone.
- c. If not in imminent danger, do not move vehicle until instructed to do so by police.
- d. Do not leave the scene of an accident.
- e. Assist injured persons as qualified. Do not move seriously injured persons unless necessary for protection from further harm.
- f. Employees shall not admit responsibility for any accidents, offer any type of settlement, or sign any statement at the scene of the accident. The employee may disclose to the other persons involved in the accident his or her name, identify his or her employer, and produce his or her operator's license and insurance card.
 - i. The employee shall fill out accident kit located in the Township vehicle and submit the completed form to his or supervisor.
- g. If the accident involved damage to an unattended vehicle or a fixed object, the employee shall take reasonable steps to locate and notify the owner and provide the owner with the employee's name and employer and give the owner the opportunity to view the employee's operator's license and insurance card.
- h. The employee shall notify his or her supervisor (or Department Head if supervisor is unavailable) as soon as possible following the accident.

TRAINING / COUNSELING

- 1. The Township will run a motor vehicle report (MVR) on all employees annually.
 - a. A MVR indicating an employee has received three or less points within the last two years shall require no further action.
 - b. A MVR with four to six points within the last two years will result in a counseling session indicating the driver needs to be more careful in his or her driving habits.
 - c. A MVR with more than six points (but no suspension of driving privileges) within a two-year period is cause for concern and definitive steps must be taken in order to strongly encourage the employee to improve his or her driving record, and to emphasize the adverse consequences his or her failure to do so may have with respect to his or her employment with the Township.
 - i. The employee must be informed that further negative activity on his or her driving record during the next review period may result in suspension of the employee's driving privilege to drive Township vehicles or termination of employment with the Township.

DISCIPLINE

- 1. Serious traffic offenses and the subsequent conviction(s), including but not limited to Operating a Vehicle while Intoxicated (OVI), reckless operation, fleeing an officer, or suspension of driving privileges, etc., will result suspension of Township driving privileges, disciplinary action (including

termination of employment), or both.

2. It should be understood by all employees that a OVI or similar offense conviction will have an adverse impact on driving Township vehicles for periods of time commensurate with the conviction.
 - a. Failure to comply with this policy will result in appropriate disciplinary action being taken. For those positions requiring the possession of an unrestricted operator's license, the loss of that license may result in demotion or transfer to a position not requiring such a license, suspension, or termination of employment.
 - i. Restoration to the previous position upon return to unrestricted driving status is not automatic or not assured and is at the sole discretion of the Township.
 - b. Department Heads may accommodate employees on restricted driving status for short periods of time (not more than 90 days) by placing the employee in a job assignment not requiring the operation of a motor vehicle.
 - i. Such a placement must not impair efficiency or effectiveness or the normal work of the department, and is at the discretion of the Department Head based upon employee history, seriousness of violation, and availability of non-driving assignments.

1.20 COLERAIN TOWNSHIP LAYOFF/TERMINATION POLICY

LAYOFF

Should it become necessary to reduce the size of the workforce, the Township will select employees for layoff based on the Township's evaluation of ability, performance, and the Township's needs. This policy will not supersede any collectively bargained rules, regulations, or policies related to employee layoffs.

TERMINATION OF EMPLOYMENT

Employment with the Township terminates for the following reasons:

- a. Discharge (unless reversed by the grievance procedure).
- b. Resignation or quit (voluntary termination on the employee's initiative).
- c. Layoff, disability leave, or any other leave or combination of leaves, for more than nine consecutive months, or for the length of the employee's continuous service when the layoff or other leave began, whichever is shorter.
 - i. Being on leave or any combination of leaves of any type or types, for more than a total of nine months out of any 24-month period (Military Leave is not counted under this provision).
- d. Failure to report within three days after the date of notification of recall from layoff. A laid off employee is responsible for contacting The Department Head to confirm that the Township have his or her current address and telephone number.
- e. Failure to report for work at the end of a leave of absence.
- f. Failure to report for work for three consecutive work days without contacting the Township Human Resources or Department Head.

RETURN OF TOWNSHIP PROPERTY

On termination of employment, on the last day of employment the terminated employee shall return all Township property, including keys, to their immediate supervisor. The Township will take all measures necessary to ensure proper reimbursement from an employee if property is not properly returned to the Township. This includes, and is not limited to, garnishment of employee's vacation and/or sick time pay out, civil action, and/or criminal action.

EXIT INTERVIEW

While not required, it is strongly recommended that each terminated employee be subject to an exit interview on their last day of employment. The interview shall be conducted by the employee's Department Head or designee. Human resources may be present at the exit interview, if requested.

1.21 COLERAIN TOWNSHIP TUITION REIMBURSEMENT POLICY

PURPOSE

Colerain Township offers a Tuition Reimbursement program to ensure that employee compensation and benefits programs are documented, fairly, and equitably applied, along with being competitive with benefits offered elsewhere in the labor market. Colerain Township and all of its departments will monitor and regulate the methods of the benefits provided its employees.

CONTINUING EDUCATION BENEFITS

1. Continuing educational benefits go beyond those opportunities provided to employees through in-service, specialized, and advanced training. Colerain Township encourages its employees to pursue higher education on their initiative and their own time.
2. Every employee interested in attending college during an upcoming academic year (fall through spring of next year) is required to present their interest in a memorandum to the appropriate Department Head by August 1st of each year.
 - a. The memorandum should include information that will assist the Department Head and Administrator to make final decisions on how the reimbursement funds are allocated. Specifically, information on past attendance in college or how many credit hours are needed to complete the degree. Each employee who has completed college course work will be required to submit an up to date grade point average.
 - b. The process of identifying the employees who desire financial assistance provides the Township an ability to properly estimate the financial assistance amount for each budget year.

ATTENDANCE

1. Colerain Township encourages college attendance. However, personnel may not attend college classes while on duty or scheduled for work.
2. Personnel attending classes, may submit requests to utilize available leave balances to attend college courses that are scheduled during work hours. Specifically, personnel will use accumulated personal, compensatory, or vacation leave time, if time is available to accommodate the amount of hours requested.

COLLEGE TUITION REIMBURSEMENT

1. Each request for reimbursement will be judged on the following criteria:

- a. Is the course part of a degree program in which the employee's major is related to the employee's professional service;
 - i. Other degrees or majors must be approved before reimbursement is provided
 2. Electives will be covered if they are part of a degree program.
 3. Requests for financial assistance for college attendance must be filed and approved before course registration.
 4. All requests will be reviewed for approval by the Department Head and Administrator.
 5. After completing the course work, the employee must submit a copy of the paid receipt for the course and a grade transcript to the appropriate Department Head for approval and processing, via departmental memorandum.
 - a. The memorandum will include the request for reimbursement, along with copies of all course grades and a copy of any bill payment information, i.e. credit card statement and/or paid receipt from the appropriate college bursar office.
 - b. Personnel may request a tuition reimbursement for up to \$1,777 within any one semester for completed work at an accredited educational institution. Reimbursement will be under the following scale:
 - i. 80% - grade of "A"
 - ii. 70% - grade of "B"
 - iii. 60% - grade of "C"
 - iv. 0% - grade of "D"
 - v. 0% - grade of "F"
 - vi. 75% - grade of "PASS"
 - vii. 0% - grade of "FAIL"
1. Example: Course cost for three credit hours of \$1,500
 - a. 80% - grade of "A" – reimbursement of \$1,200
 - b. 70% - grade of "B" – reimbursement of \$1,050
 - c. 60% - grade of "C" – reimbursement of \$900
 - d. 75% - grade of "PASS" – reimbursement of \$1,175
 - c. The tuition reimbursement cap, per employee, is currently \$1,777 per semester. The annual reimbursement limit is \$4,444 per employee.
6. Tuition reimbursement is based on the maximum of \$4,444 annual reimbursement; based upon six credit hours per fall and winter semester and three credit hours during the summer semester (15 total credit hours completed).
 7. The tuition reimbursement includes only the tuition costs for the employees attending college and successfully completing the degree requirements for the approved course work.

8. No other associated expense incurred by the employee shall be consider for reimbursement.
9. Employees who receive reimbursement funds from Colerain Township are subject to a repayment clause, should the employee separate, other than medical or service retirement, within three years of the last reimbursement payment for college tuition.
 - a. Employees will receive, acknowledge, and sign the “College Tuition Reimbursement Agreement” prior to the receipt of tuition reimbursement funds.

1.22 COLERAIN TOWNSHIP OUTSIDE EMPLOYMENT POLICY

POLICY

Colerain Township understands and recognizes that employees may have or obtain outside employment with another company, firm, or local government. While the Township does not encourage or discourage outside employment, the Township does recognize that outside employment can create a conflict of interest and/or lead to behavior that affects overall service delivery and job performance. This policy is specific to full time employees only.

Outside employment occurs when an employee hired by Colerain Township obtains additional employment with another agency. This employment could be part-time, full-time, temporary, detail oriented, or on a contractual basis. Employees should be generally aware that they are still representatives of the Township when they are engaged in their outside employment.

NEGATIVES OF OUTSIDE EMPLOYMENT

Outside employment could affect a current Township employee's work in the following ways:

1. The position may create a conflict of time if the employee is required or scheduled to work the same hours at both positions.
2. The employee may not be able to obtain adequate rest and therefore be unable to mentally or physically properly perform all aspects of their job duties.
3. The position may create a direct conflict of interest with the Township.
 - a. The position may compromise an employee's judgment;
 - b. The position may directly conflict with internal policies or goals;
 - c. The position may be in direct competition with internal departments or programs sponsored by the Township;
 - d. The position may create the appearance that the employee's focus and full attention is no longer on your organization

OBTAINING CONSENT FOR OUTSIDE EMPLOYMENT

1. Prior to obtaining outside employment, the employee should directly consult with their Department Head to inform them of the desire for outside employment and to discuss the position. At a minimum, the employee should:
 - a. Identify the proposed employer
 - b. Identify the duties or nature of work that will be performed
 - c. Provide an anticipated work schedule or number of hours to be worked each week

- i. If an employee anticipates using vacation time to meet the outside employment work schedule, then they are required to inform their supervisor of such intent in the request.
2. The Department Head will then weigh the merits of the position and ensure that the position will not create a direct conflict of interest or affect an employee's ability to perform their current job. The Department Head shall then notify the employee in writing of their decision to permit or deny the request for outside employment and provide the rationale for any denial. In general, outside employee should be reviewed annually.
 - a. In general, if the outside employment does not create a conflict with the employee's official position or prevent them from effectively carrying out all aspects of their permanent position, then the Department Head should approve the request for outside employment.
3. Employees may appeal this decision to the Township Administrator.

If an employee engages in outside employment without approval and it adversely affects an employee's job performance, then the Township will take disciplinary action, up to and including termination.

1.23 COLERAIN TOWNSHIP CYBER LIABILITY POLICY

PURPOSE

As a general business practice, Colerain Township utilizes various forms of technology and technological systems. This policy outlines the general practices that all employees should adhere to when engaged in or utilizes any Township technology or system.

The goal of this policy is also to outline various measures that Colerain Township will take in order to mitigate any potential cyber threat or data breach. This policy will also outline internal procedures for data storage and user access.

INTERNET

Colerain Township employee's will have access to the internet for general use during daily operations. In order to protect employees and the Township's cyber infrastructure the entire Township network shall be behind a firewall preventing unauthorized access from outside of the Township network. Firewall restrictions shall be configured on the most restrictive basis and then subsequently configured to allow necessary traffic to and from the outside network as requested, and approved.

The entire Township network shall be behind a web filtering device which will be configured with default restrictions being most restrictive and thereafter, upon approval, individual groups and their members shall be included with less restrictive internet web access as needed.

E-MAIL

Employees will be provided with a Colerain Township E-mail address. In order to prevent issues with E-mail and to comply with Open Records Laws and HIPPA Laws, the following measures shall be in place:

1. All Township E-mail transmission shall pass through a virus and spam filter.
2. All Township E-mail shall be captured in an e-mail archiver located offsite in a secured location. The archiver retention period shall be configured for 5 years according to Township legal policies. All E-mail older than 5 years shall be purged from the archiver on a rotating basis.
3. All E-mail originating from Colerain Township shall be appended as such:
 - a. Confidentiality Notice:

The content of this communication, along with any attachments, is covered by federal and state law governing electronic communications and may contain confidential and legally privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of the information contained herein is strictly prohibited and punishable by law.

NETWORK SECURITY

In order to secure the Township's cyber network, the following measures are in place:

1. The Township network shall require users to maintain a password with a minimum complexity and to be updated every ninety (90) days.
 - a. The end of this ninety (90) day period will result in a mandatory password change for all Township network users. Individuals will not be able to access the Township network until their password is updated.
2. A network account lockout policy shall be implemented to affect any particular user account to lock, thus preventing access to the network for that account, after a sequence of three invalid password attempts. Only the IT Director may unlock the offending account after investigating the reason why the invalid password attempts were made.
3. File and server user access shall default to the most restrictive permissions/rights. Appropriate file and/or server access permissions shall be granted (or denied) to all Township network users as necessary and approved by the IT Director.
4. Virtual Private Network (VPN) rights will be granted as necessary and approved on a case by case basis and documented. A packet will be made available to any approved VPN user, containing the VPN software client and detailed instructions on how to install and configure the VPN software on their personal computers. The VPN Client software and configuration file will no longer be made available through the internet.

HARDWARE SECURITY

The Township maintains a robust network of computers, printers, servers, firewalls, filters, switches, and other equipment. In order to secure these items, the following measures are in place:

1. All Township network servers, firewall, filters and switches shall be locked in a secure server room, or closet, with limited access only to necessary personnel.
2. The main Township server room shall be climate controlled to prevent an overheat condition and maintain cool operating server temperatures.
3. The main Township server room will provide for a means to extinguish fires with a non-destructive agent such as Halotron.
4. All other Township PC's, laptops, printers, etc shall be inventoried and accounted for by location, serial number, and make/model.

All Township PC's will have basic user rights assigned. Local PC Administrator rights shall be given to a user for a particular PC on a per case basis upon approval.

DATA SECURITY

Governments collect and receive a large amount of data. Some of this data is public record and other pieces of data are considered private and not available to the general public. The above measures for network security are intended to protect this data. However, there is also a risk that this data may be deleted or lost. In order to protect this data from exposure and to ensure that data is not lost, the following measures are in place:

1. All Township data will be maintained on a disk storage array configured in RAID 5 hardware disk redundancy.
2. The disk storage array shall be secured in a locked, climate controlled, server room.
3. All Township data shall be backed up according to a rotating retention schedule as deemed appropriate by the IT Director based on current available recovery space on existing infrastructure.
 - a. In the interest of disaster recovery, the backup storage device shall be located offsite in a secured location.
 - b. Tests of the Township backups shall be performed once per month to verify successful operation of the backup media and schedules.

EMPLOYEE RESPONSIBILITIES

All Township employees who are granted access to utilize Township electronic services, including internet, network access, and email shall ensure that the technology is used for the sole purpose of research, furtherance of Township policy, and for Township business. Any use of Township electronic services that interferes with these processes or adversely affects the performance of the network is prohibited. Inappropriate use may result in disciplinary action up to and including termination.

Employees are expected to abide by this policy and to properly store and maintain their passwords. While using Township equipment or during work hours, employees are expected to maintain proper standards of etiquette in an electronic environment. Employees shall not engage in any of the following actions that are deemed inappropriate:

- a. Use of profanity or obscene language;
- b. Accessing pornographic sites or pictures;
- c. Use of inflammatory speech or engaging in personal attacks;
- d. Violation of copyright laws;
- e. Posting information about the work of others without prior written consent;
- f. Posting information that is expressly confidential or related to an on-going legal case or investigation;
- g. Use of the network for illegal activities;
- h. Purposeful distribution of computer viruses or virus hoaxes;
- i. Downloading of software that is not relevant to Township business;
- j. Use of the network for personal financial gain or for gambling;
- k. Sharing passwords, account information, network access, network folders, or other confidential information;

- l. Use of the network for political reasons, including the promotion of candidates or ballot issues;
- m. Copying or installing software without a license (piracy);
- n. Sending chain letters or emails;
- o. Installation of any personal technology hardware (printers, scanners, copiers, desktop computers, switches, hubs, wireless devices, etc.) without permission of the IT Director;
- p. Changing the configuration of the network without permission of the IT Director.

Any violation of the above mentioned may result in disciplinary action up to and including termination. If an employee has questions on whether a particular activity is appropriate, the employee should seek clarification from their supervisor, the IT Director, or both.

1.24 COLERAIN TOWNSHIP TELECOMMUNICATION POLICY

PURPOSE

Colerain Township provides telecommunication devices to help facilitate effective and efficient services to its residents and taxpayers. For the purpose of this policy, the term “telecommunication” describes all Township-owned communication devices including desk phones, cellular phones, and pagers. The devices are the property of the Township and their purpose is to facilitate Township business.

USE OF TELECOMMUNICATIONS

The Township-issued telecommunication equipment is intended for official business use. While occasional personal use is permitted, it must be responsible and it must be clearly incidental to business use. Employees must reimburse the Township for any costs associated with personal use of Township-issued telecommunication equipment.

1. Non-exempt employees who are issued Township cellular phones are required to carry the cellular phones while on duty. Calls placed on a Township issued cellular phone are intended for Township purposes. Employees should practice discretion when making personal calls. Employees may:
 - a. Elect to accept a monthly stipend in lieu of carrying a Township issued cell phone. Employees accepting the monthly stipend are responsible for meeting credit requirements for their chosen carrier. Failure to meet those requirements will result in the employee being issued a Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to keep their account status up to date and be accessible by the Township on the provided number. Failure to be accessible by the Township will result in a forfeiture of the stipend amount and the employee being issued a Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to provide and maintain their own cellular equipment.
2. Exempt employees who are issued Township cellular phones are expected to carry the cellular phones with them at all times. Calls placed on a Township issued cellular phone are intended for Township purposes. Employees should practice discretion when making personal calls. Employees may:
 - a. Elect to accept a taxable monthly stipend as the Township will not issue a cell phone. Employees accepting the monthly stipend are responsible for meeting credit requirements for their chosen carrier. Failure to meet those requirements will result in the employee being issued a Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to keep their account status up to date and be accessible by the Township on the provided number. Failure to be accessible by the Township will result in a forfeiture of the stipend amount and the employee being issued a

Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to provide and maintain their own cellular equipment.

DATA CONNECTIVITY SERVICE

1. Under some circumstances, employees who are issued Township cellular phones may be provided with a data connectivity account. Usage of the data connectivity account on Township issued telecommunication equipment is intended for Township purposes to enhance the employee's performance of their job function. Acceptance of a data connectivity circuit constitutes acceptance of the Township Computer Usage Policy for this telecommunications data connection. Employees may:
 - a. Decline the addition of a data connectivity account to their telecommunication equipment.

STIPEND AMOUNT AND ELIGIBILITY

Eligible employees will be entitled to a monthly stipend in the amount delineated below, per job classification. This reimbursement will be included in the second payroll of each month. There are two potential stipend amounts for employees based on the following logic:

- a. \$60 per month: Employees who receive this stipend amount are expected to answer calls, texts, and emails on their phone and occasionally outside of general work hours.
 - b. \$35 per month: The employees are expected to be available via phone call or text message during work hours and occasionally outside of work hours (for call ins due to snow emergencies or other events). While an employee may opt to still check and respond to emails outside of work hours, these employees are not expected or mandated to do so.
1. Eligible employees at the \$60 per month level include:
 - a. Township Administrator
 - b. Township Assistant Administrator
 - c. Fire Chief
 - d. Police Chief
 - e. Finance Director
 - f. Public Services Director
 - g. Planning and Zoning Director
 - h. IT Director
 - i. Police Lieutenants
 - j. Public Information Officers
 - k. Assistant Fire Chief
 - l. Fire Battalion Chief
 - m. Fire Division Chief
 - n. Fire Inspectors
 - o. Events Coordinator
 - p. Fleet Manager

- q. Missing Persons Scribe
2. Eligible employees at the \$35 per month level include:
 - a. Roads Supervisor
 - b. Parks Supervisor
 - c. Maintenance Workers
 - d. Code Enforcement Officer
 - e. Season Code Enforcement Officer
 - f. Police Sergeants
 - g. Police Detectives
 - h. School Resource Officers
 - i. Mechanic Tech
 - j. Fire Training Administrative Assistant
 - k. Fire Captains
 - l. Fire Lieutenant

REGULATIONS ON USE

1. While at work employees are expected to exercise the same discretion to limit personal calls whether using Township issued cellular phones, personal cellular phones or Township-owned desk phones. Excessive personal calls during the work hours, regardless of the phone used, is unacceptable.
2. Repeated non-compliance with this policy shall result in progressive discipline including, but not limited to, loss of stipend.
3. Employees should be aware that all communication involving Township business is subject to the Freedom of Information Act. Failure to produce business related records from their Township issued or personal device shall be considered a breach of the Township's Record Retention Policy and subject to disciplinary action.

1.25 COLERAIN TOWNSHIP EMPLOYEE DRESS CODE POLICY

PURPOSE

Department Managers or the Board of Trustees shall determine whether a uniform is required in individual departments. This policy will not supersede any more restrictive Department specific requirements, as determined by the Department Head.

The Board of Trustees has elected not to establish a rigid dress code Township-wide due to the diverse types of duty each employee performs for the Township. However, employees must keep in mind that they are part of a team of professionals. It is important to project a professional image to the residents and to co-workers.

Colerain Township provides a professional work environment for its employees. Even though the dress code is semi-business casual, a professional appearance is always expected. Employees' clothes should always be neat, clean, pressed, and appropriately sized. Employees may not wear clothing that is faded, stained, discolored, torn, patched, ripped, or frayed.

GUIDELINES

The following is a dress-code guideline for all employees to follow. Management reserves the right to change these guidelines, if necessary.

1. Monday through Thursday employees shall wear professional business-type clothing that is appropriate for an office environment.
2. Every Friday will be designated a "business casual" day. For the purpose of this policy, "business casual" must conform to the following:
 - a. For pants, blue jeans are acceptable if the employee has no public meetings scheduled. However, in all circumstances blue jeans must be clean and free of holes, tears, or fraying. Shorts of any type and sweat pants are prohibited.
 - b. For shirts, T-shirts are not permitted, unless they are part of a uniform. All shirts must be clean and free of holes. No shirts should contain profane, vulgar, or objectionable pictures or language. Halter tops, swimsuit tops, tube tops, midriff tops, and see-through tops, are not permitted at any time.
 - c. Appropriate footwear must be worn. Sandals may be worn, but no "flip flops" or shoes with holes in them may be worn.
3. Special dispensation may be given from the above policy by the department supervisor for fieldwork or other circumstances requiring dress that may not conform to the above standards.

4. Professionalism in appearance is required at all times. Supervisors may require an employee to change outfits they feel are not appropriate and do not conform to the spirit or letter of this policy.

TATOOS, BRANDING, SCARRING, AND OTHER FORMS OF BODY ART

Colerain Township recognizes that some forms of body art are becoming a more accepted, or tolerated, social practice.

1. Colerain Township personnel are prohibited from having tattoos or any other form of body art such as branding and/or scarring that is visible on the head or neck. The neck will be defined as any marking that protrudes past the threshold of any required uniform.
2. Employees are prohibited from displaying tattoos or body art that are considered to be sexist, racist, vulgar, anti-social, violent, or discriminate against any protected class by virtue of including words, symbols, or pictures in the tattoo or body art.
 - a. A Department Head will have final discretion on the approval of any tattoo scarring or body art.
 - b. The Department Head has the right to request that an employee cover a tattoo when it is found to violate this policy, or to take necessary corrective action and discipline for non-compliance.
3. Township employees must cover all visible tattoos, scarring or body art when appearing in any court in an official capacity, at any formal ceremony, or event.
 - a. Department Heads retain the discretion to choose which ceremonies or events require the covering of tattoos, scarring, or body art.



1.26 COLERAIN TOWNSHIP HIPAA POLICY

POLICY

The Township will abide by all applicable laws regarding the Health Insurance Portability and Accountability Act of 1996 (known as HIPAA). These laws and specific details on how this policy will be followed can be found in Attachment A “HIPAA PRIVACY AND SECURITY POLICIES AND PROCEDURES FOR GROUP HEALTH PLANS OF Colerain Township”. The intent of this law is to protect Township employees from having their private medical information disseminated to outside individuals or parties.

1.27 COLERAIN TOWNSHIP ETHICS POLICY

GUIDELINES

The Ohio Ethics Law applies to all Township officers and employees. The Township will provide a copy of the Ohio Ethics Law and Related Statutes Guide to all employees and officers within 15 days after they begin service to the Township. For reference, this document can be found at the following link:

<http://ethics.ohio.gov/education/factsheets/ethicslaw.pdf>

Township officers and employees may not take any action to purchase or acquire services or property for the Township where they, their family, or their business associates have a financial interest in the service or property. Township employees or officers may not take any action on behalf of the Township that will benefit themselves, their family members, or their business associates.

In general, Township employees should remember that they are stewards of public good and provide citizens to all residents of Colerain Township. Employee actions should be fair, impartial, and not compromise the integrity of the Colerain Township government.

If an employee has a question on an ethical conundrum, they should seek clarification from their supervisor, Department Head, or Law Director. Employees should adhere to all established policies and procedures and consult the Policy Manual for guidance.

REPORTING

1. All suspected ethical violations must be reported.
 - a. If an employee witnesses an act that they believe is a breach of ethics, the employee is required to report the act to their Department Head.
 - b. In the event that the act is committed by a Department Head, the employee shall report the violation to the Township Administrator.
 - c. In the event that the act is committed by the Township Administrator, the employee shall report the violation to the President of the Board of Trustees.
2. The Township Administrator (or President of the Board of Trustees in the event that an ethical violation was reported to have been committed by the Administrator) will appoint a three-member committee to hold an investigative hearing for each report of an ethical violation.
3. Any employees found in engaging in ethical misconduct will be subject to disciplinary action, up to and including termination, per the Township Disciplinary Policy.

1.28 COLERAIN TOWNSHIP FRATERNIZATION POLICY

PURPOSE

The purpose for this policy is to establish a Colerain Township that governs personal relationships between Colerain Township employees, which can rise to an actual or perceived conflict of interest with professional responsibilities and/or which create the potential for an adverse impact on Colerain Township operations, safety, efficiency, and morale.

As an organization that is heavily dependent upon its human resources, Colerain Township has a vital interest in the maintenance of harmonious, efficient, and productive working relationships between its employees. Personal relationships that cause unrest, lend themselves to the perception of favoritism, adversely affect morale, or otherwise disrupt the good working order of operations is undesirable.

DEFINITIONS

Personal relationship: For purpose of this policy, personal relationship is a relationship involving employees who are married, dating, engaged in a romantic relationship, or cohabitating.

Supervisor: An employee who has authority, direct or indirect, over another employee by virtue of their rank or job classification.

Subordinate: An employee who is answerable to another employee based on their rank, position, or job classification.

Dating: One or more social meetings between employees under circumstances reasonably intended to lead to a romantic relationship.

REGULATIONS

Colerain Township and all of its departments recognize the rights of employees to become involved in personal relationships with their co-workers. However, it is the policy of Colerain Township to ensure that its employees carry out their duties with impartiality and fairness, so that public and organizational confidence in the actions of our employees is maintained. Public trust, workplace safety, agency operations, and organizational morale require that employees avoid the appearance of or actual conflict of interest between their professional responsibilities and any involvement in a personal relationship with other employees.

In order to promote efficient operation of the Township departments and avoid misunderstandings, complaints of favoritism, sexual harassment, and/or gender-based discrimination, and other problems of supervision, safety, agency operations, and employee morale, all employees are instructed to avoid situations that give rise to an actual or perceived conflict.

1. Furthermore, supervisors are prohibited from engaging in any personal relationship with any subordinate.
 - a. An employee shall not supervise another employee where a personal relationship exists. It will be incumbent upon the supervisor to select assignments which will not place them under the supervision or management of a relative or someone with whom they have a personal relationship.
 - b. Employees who are engaged in a personal relationship shall not be assigned to the same work shift or unit without specific approval of the Department Head.

DUTY TO NOTIFY

In the event that an employee becomes involved in a personal relationship with another Township and/or department employee, the employees shall notify their respective agency supervisor, in person, as soon as possible. Employees who find themselves working in close proximity with another employee with whom they have a personal relationship shall notify their supervisor of the circumstances.

The Department Head or Administrator will work within his or her agency supervision to take the necessary and appropriate steps to ensure that involved employees' working conditions are modified to eliminate conflicts of interest and adverse workplace performance problems.

Failure by an employee to report personal relationships to the agency Department Head compromises the integrity of and agencies chain of command, disrupts the work environment, causes decline in morale, and can reduce productivity. Any failure to report relationships as required by this policy shall constitute misconduct and may subject an employee to disciplinary action.

1.29 COLERAIN TOWNSHIP CONFIDENTIALITY POLICY

POLICY

On occasion, an employee may witness an incident, be entrusted with information, or have access to records or files deemed confidential in nature. It is the expectation of the Township that any employee who gains access to confidential information or witnesses an incident will respect and protect the trust and privacy rights all individuals affected.

Confidentiality means that all information entrusted to the employee (whether directly or indirectly) not be divulged to any other individual. If an employee has question as to whether or not an item is confidential, then that individual should seek clarification from their respective Department Head. Until proper clarification is received, the employee should err on the side of caution and keep the matter confidential.

Violation of confidentiality is a serious breach of trust, and in some cases, of law. Disclosure of confidential information may result in termination of the employee, disciplinary action, civil action, and/or criminal prosecution.

1.30 COLERAIN TOWNSHIP WHISTLEBLOWER POLICY

PURPOSE

Employees are required to report any type of activity that is considered to be illegal or dishonest. Colerain Township is committed to providing employees with an open line of communication and offering employees an assurance that they will not be retaliated against for report illegal or dishonest activity. This policy will hopefully provide employees an opportunity to raise concerns internally so that the appropriate individuals can investigate and address inappropriate activities and take proper disciplinary action. Ohio Revised Code section 124.341 provides generic whistleblower protections to employees.

REPORTING

1. Employees may file a written report with their supervisor or Department Head identifying a problem or violation of federal, state or local statute, rules or regulations, including any Township policies, gross mismanagement, abuse of authority, misuse of public resources or funds, danger to health or public safety, or breach of professional ethics.
 - a. The above reference report should be filed with either the Township Administrator or Township Human Resources Department. The report will be immediately forwarded to all members of the Board of Trustees if the employee suspects that the Township Administrator is involved in the violation.
 - b. The Township Administrator or Board of Trustees shall determine the appropriate investigative procedures to determine if the violation occurred and the extent of the violation. The Township Law Director shall be consulted during this process.
 - i. Investigatory proceedings shall remain confidential.
 - ii. The employee who submitted the violation shall remain anonymous, unless there is a need for disclosure as part of the investigation process. Employees should be aware that they may be called upon as a material witness in any criminal proceeding or disciplinary hearing.
 - c. If an employee is found to have committed some form of violation, then the employee who committed the violation will be subject to disciplinary action, up to and including termination.
 - i. The results of the investigation, including any disciplinary action taken shall be filed with the Human Resources Specialist and the employee who submitted the claim shall receive a copy of the final report.
 - d. No employee who whistleblows will be subject to any corrective or other retaliatory action for making what the employee believes to be an honest report. Any person found to have committed such disciplinary or other retaliatory action shall be subject to discipline.

- i. However, employees who purposely, knowingly, or recklessly report false information shall be subject to disciplinary action.
- 2. Employees may refuse to carry out any illegal or improper orders. Gag orders will not be issued to prevent employee disclosure. The whistleblower protections found in this policy will not preclude collective bargaining rights.



1.31 COLERAIN TOWNSHIP CHANGE OF STATUS POLICY

POLICY

Employees, including employees on layoff or leave of absence, must notify their Department Head if they change their name, address, phone number, marital status or number of dependents. The Department Head should inform Human Resources of this change. This is to ensure that all proper paperwork and employee files can be updated to reflect the change in status.

1.32 COLERAIN TOWNSHIP RETIRE/REHIRE POLICY

Re-Employment

The rehiring of staff who have retired from employment with Colerain Township is not automatic, regardless of the post-retirement position that they desire.

1. Any person who has retired from employment with Colerain Township and wishes to be employed again with Colerain Township must apply for a position that has been posted and will compete with any other applicants as a part of the selection process.

Break in Service

Retirement of a staff member from Colerain Township will be considered a break in service. A retired staff member who is rehired will be considered a new hire beginning their first year of service.

Salary

A retired and then rehired employee, as described in this policy, will be placed on the applicable entry level salary for the position that they are filling. This employee's accruals for vacation and sick time will also be reset to that of a newly hired employee. The rehired employee will remain at this level and will not advance for additional years of service.

Contract

Retired and then rehired employees will be considered "at will" employees and will not be considered for a continuing contract of employment.

Vacation, Personal and Sick Leave

Any retired and then rehired employee will not be eligible to receive payment for unused vacation, personal days or any sick leave upon final separation of employment from Colerain Township.

Board of Trustees Meeting Notice

Any candidate who has retired and is seeking to be rehired will be noticed on the agenda of a public meeting of the Colerain Township Board of Trustees and will not be considered for hiring until a subsequent public meeting of the same nature.

ORC

All consideration for retire / rehire will be per applicable provisions of the Ohio Revised Code.

1.33 COLERAIN TOWNSHIP EMPLOYEE APPEAL POLICY

POLICY

Nothing in this document is intended to last forever or to address every possible issue that could arise. Therefore, if an employee believes that their rights are violated by any policy found in this document, they are entitled to appeal any policy found within.

1. In order to appeal a policy, the employee must submit a request in writing to the Township Administrator. This request should identify the policy in question and provide a reasoning for why an appeal is necessary.
2. The Township Administrator will review the initial request and determine if a full review is necessary.
 - a. If a full review is not necessary, then the Administrator will notify the employee, in writing of the decision and general reasoning behind the decision.
 - b. If a full review is required, the Township Administrator will appoint an independent three-member committee to review the employee's request. This committee will consist of the Administrator or designee, Human Resources Specialist, and the Department Head of the employee's department. In the event that a Department Head is making the appeal, the Township Assistant Administrator shall be the third member of the committee.
 - i. This committee will meet as soon as possible after a request is submitted. This committee will hear testimony from the employee on the merits of their appeal. The committee will then weigh the request and make a final recommendation to approve or deny, in full or in part, the request. This process may result in a recommended change to Township Policy that will be brought before the Board of Trustees.

Employees are also welcomed to submit suggestions for changes to any policy in this document or for additional policies that should be included. All policies in this book will be reviewed annually to determine if there is a need for modification, addition, or deletion.

COLERAIN TOWNSHIP

FISCAL POLICIES

All fiscal policies will be reviewed and drafted by the Financial Advisory Committee and appended to this document after formal Board of Trustee approval.

The potential policies for Financial Advisory Committee consideration are:

1. Cash policy
2. Credit Card Acceptance policy
3. Fraud policy
4. Procurement Card policy
5. Purchasing policy
6. Inventory policy
7. Fund Balance Reserve policy
8. Restricted Fund Use policy
9. Capital Asset and Depreciation policy
10. Debt policy

For the 2019 Policy Book, these policies will be added as addendums as they are adopted.

COLERAIN TOWNSHIP

RECORDS RETENTION POLICY

3.1 COLERAIN TOWNSHIP RECORD RETENTION POLICY

PURPOSE

Consistent with the premise that government at all levels exists first and foremost to serve the interests of the people, it is our mission, intent, and policy to at all times fully comply with and abide by both the spirit and letter of Ohio's Open Records Act and Open Meetings Act. Any denial of public records in response to a valid request will be accompanied by an explanation, including legal authority, as outlined in the Ohio Revised Code. If the request is in writing, the explanation will also be in writing.

Colerain Township will ensure that appropriate personnel are trained in and aware of the provisions of the Open Records Act and Open Meetings Act. The Township will not inhibit or discourage citizens from obtaining information about their government and will do everything possible to aid those seeking information, including fully explaining the scope and operations of the Acts and assisting with the formulation of such requests. Furthermore, the Township will seek legal counsel whenever a question arises about the application of the aforementioned Acts or about the appropriateness of a request for information.

PUBLIC RECORD - DEFINED

A Public Record will include any document (paper, electronic, 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, or other activities of Colerain Township agencies. All records of Colerain Township are public unless they are otherwise exempt from disclosure, as enumerated within the Ohio Revised Code or Ohio legal authority. If a record does not exist, the Township shall be under no obligation to create a record to satisfy the request.

Documents in electronic mail format may be public 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 as other public records. All employees or representatives of this office are instructed to retain their e-mails, text messages, etc. that relate to public business per the records retention schedule. Records in private email accounts related to public business shall be periodically copied to business e-mail accounts and/or to designated e-mail archives as determined by the office's records custodian.

It is the policy of Colerain Township that all records subject to disclosure, including e-mail, as required by Ohio law, will be organized and maintained so that they are available for inspection and copying within a reasonable amount of time. Record retention schedules are to be updated regularly and shall be posted within the administrative offices all Colerain Township Agencies.

MAKING A RECORDS REQUEST

Each request for public records should be evaluated for a response using the following guidelines established within this section of the Colerain Township Record Retention Policy. **All non-police or non-fire report requests shall be forwarded to the Colerain Township Fiscal Officer. All employee personnel file requests will be forwarded to the Colerain Township Law Director for preparation for release. When a personnel file is requested, the responding Township employee (Law Director, Fiscal Officer, other) will notify the employee in question of the request and further notify the employee on release of the file. The employee will have the ability to review a records request prior to release to ensure that their protected information is not released (i.e. social security number).**

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 designated employee(s) or agents of Colerain Township to identify, retrieve, and review the records. If it is not clear what records are being sought, the Township will contact the requester for clarification, and will assist the requester in revising the request by informing the requester of the manner in which the Township keeps its records. Individuals can consult the attached list of public records maintained by Colerain Township for guidance. Individuals will not be required to provide their identity, intended use of the record, or to put their request in writing. However, individuals may voluntarily provide this information in order to assist staff in complying with the public records request. All records requests will be entered by the Office Manager into the Township's service request system and be closed out in the system once the request is fulfilled.

INSPECTION OF RECORDS AND PROCESSING OF REQUESTS

Public records shall be made available for inspection during regular business hours at the offices of the respective Colerain Township agency, with the exception of published holidays. Public records shall be made available for inspection within a reasonable period of time and as promptly as possible. The complexity of the request including the volume of records requested, the proximity of the records, and the necessity for any legal review can impact the time that it may take for an employee to fulfill a records request.

In general, employees will have a minimum of up to three days to fulfill a records request. As mentioned above, certain requests may require redaction, legal review and consultation, and time to retrieve. It is reasonable to expect that these requests could take a minimum of three days to complete. This time period will also apply to walk-in requests. Employees will attempt to fulfill walk-in requests as they occur, however they may need additional time due to various work-related constraints and are afforded a reasonable expectation of time to complete the request, as delineated above and at the discretion of the employee. It should be noted that there still may be a need for redaction of a walk-in document request.

By Ohio law, this office is not required to permit a person who is incarcerated pursuant to a criminal conviction or a juvenile adjudication to inspect or obtain a copy of any public record concerning a criminal investigation or prosecution or concerning what would be a criminal investigation if the subject of the investigation or prosecution were an adult, unless the judge who imposed the sentence or made the adjudication with respect the person, or the judge's successor in office, finds that the information sought in the public record is necessary to support what appears to be a justifiable claim of the person. R. C. 149.43 (B) (8).

When a request is made to view Township records in person, the requesting person will be provided a space, in a public area of the building, avoiding conflicts with regular Township operations. Per the above, it is possible that this request may not be fulfilled on the same day that it is made.

RESPONDING TO PUBLIC RECORDS REQUESTS

Each request for public records will be evaluated for an estimated length of time required to gather the records requested. Routine requests for records will be satisfied as soon as possible. Routine requests include, but are not limited to, meeting minutes, resolutions, budgets, salary information, forms and applications, and/or personnel rosters.

If fewer than 20 pages of copies are requested or if the records are readily available in an electronic format that can be readily emailed, electronically copied, or downloaded easily by the requester, the aforementioned files, copies or data will be made available as quickly as Township technology allows. For information located on the website, individuals may be sent a link directly to the information.

In processing the request, the office does not have an obligation to create new records or perform a search or research for information in the office's records. An electronic record is deemed to exist so long as a computer is already programmed to produce the record through the office's standard use of sorting, filtering, or querying features.

All requests for public records to Colerain Township will either be satisfied or acknowledged in writing by the Township within three (3) business days following the receipt of the request. If a request is deemed to be beyond the scope of daily activities, such as seeking a voluminous number of copies, legal review, or requiring extensive research, the acknowledgement shall notify the request that the public record may take a period of time to fulfill.

DENIAL, REDACTION, AND EXEMPT PUBLIC RECORDS

Any denial of public records requested will include an explanation, including legal authority for such denial. If portions of a record are public and portions are exempt as established within the Ohio Revised Code, the exempt portions will be redacted and the remainder of the document released to the requesting party. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority for said redaction(s). In every instance, Colerain Township staff shall seek an opinion from the Colerain Township Law Director prior to finalizing any redaction to any requested records, or prior to denying a request for public records.

Not all of Colerain Township's records are "public records." Certain records are exempt from the Public Records Act. Exempt records include records:

- The release of which is prohibited by state or federal law, including but not limited to:
 - o Attorney-client privileged information
 - o Records of a Certified Public Accountant or public accountant in the performance of an audit of a public office (R.C. 4701.19 (B))
 - o Federal tax returns (26 U.S.C. 6103(a))
 - o Criminal background information and other law enforcement information on LEADS/CCH/NCIC computer database (42 U.S.C. 3789g)

- Records that have been sealed pursuant to a statutorily authorized court order (i.e. R.C. 2953.52)
 - Peace officer's home address during the pendency of a criminal case in which the officer is a witness or arresting officer (R.C. 2921.24(A))
 - Employees' and their family members' records that were created for purposes of the Family Medical Leave Act or the Americans with Disabilities Act (29 CFR 825.500 (g) and 1630.14 (c)(1))
- That are subject to an express exception set forth in Ohio's Public Records Act, which may be released only if Colerain Township decides to waive the express exception, including but not limited to:
- Peace officer, firefighter, EMT, prosecutor, assistant prosecutor, children's services worker, or corrections officer, Residential and Familial Information (R.C. 149.43 (A)(7))
 - Records that pertain to a patient's medical history, diagnosis, prognosis, or medical condition and that were general and maintained in the process of medical treatment (R.C. 149.43 (A)(1)(a))
 - Records that contain information that was specifically compiled in reasonable anticipation of, or in defense of, a civil or criminal action or proceeding (R.C. 149.43 (A)(1)(g))
 - Records that pertain to a law enforcement matter of a criminal, quasi-criminal, civil, or administrative nature and that, if released, would create a high probability of disclosing any of the following (R.C. 149.43 (A)(2)):
 - The identity of an uncharged suspect
 - The identity of a confidential source
 - Specific confidential investigatory techniques or procedures
 - Specific investigative work product
 - Information that would endanger the life or physical safety of law enforcement personnel, a crime victim, a witness, or a confidential source
 - Certain elements of body camera footage:
 - On-screen depictions of any person under the age of 18 years
 - Depictions of nudity
 - Face of a person who is a victim or witness to a crime or event unless they are arrested suspects over the age of 18 years old
 - The site of any injury sustained by a victim or witness and the video depiction of the infliction of injury unless it is related to force used by police officers
 - The interior of any private residence
 - Any depictions of the in-car police computer
 - Any license plates of any vehicle not owned by a charged suspect
 - Any document that includes identifying characteristics of anyone other than a charged suspect
 - Any document that contains a social security number, bank account number, routing number, or credit card number

- Footage of medical procedures, interaction with emergency medical providers or hospital staff, or inside a medical office or hospital
- Depictions of deceased persons
- Any officer whose identity, by their assignment, where the release of their image would place them in danger of being identified
- Depictions of confidential informants or confidential investigative techniques
- Video of a police officer's private vehicle, home, or family member
- Oral statement of a victim of a sexual assault, child abuse, or domestic violence
- Conversations with any person and their clergy
- Conversations between an attorney and their client
- Telephone conversations where the recording officer is not a participant
- Any non-business related, private telephone conversation of the recording officer

The exemptions to the Public Records Act will be narrowly construed in the favor of disclosure. Employees may seek a legal review prior to determining whether or not an exception applies. In addition, it is the policy of the Township to protect, to the extent legally possible, the privacy rights of citizens and visitors of the Township that may be captured on a body camera. To the extent possible, Colerain Township will provide the maximum amount of access to video records while protecting the legitimate privacy and safety concerns of the citizens. The minimum amount of redaction will be used in instances requiring that redaction.

COSTS

Those seeking public records will be charged only the actual cost of making copies incurred by Colerain Township in the process of fulfilling a specific public records request. Employee time should not be calculated into the charge for copying a public record. However, in the event that circumstances make it reasonable for this office to hire an outside contractor to make copies of requested records or to redact portions of the records, the requester will be charged the actual cost paid to the outside contractor for the copying and redacting service (R.C. 149.43(F)(2)(a)). An invoice outlining the actual costs incurred for each item shall be prepared for the requester. Colerain Township staff shall issue a receipt of payment for the requested public records to the requester. Requested records will not be released until such time that payment is received for such request in full from the requester.

The below is a list of current charges for copies of records:

- \$0.10 per page for 8.5"x11" paper copies
- \$0.10 per page for 8.5"x14" paper copies
- \$0.15 per page for 11"x17" paper copies
- \$10.00 per sheet for oversized plans, prints, or other documents
- \$2.00 per disc for downloaded computer files placed on a compact disc
- \$5.00 per disc for DVD recordings of public meetings
- \$2.00 per disc for the audio recordings of public meetings

In addition, the Township will invoice the actual costs incurred for any outsourced plans, prints, other documents, and/or redaction services. Requesters may ask that documents be mailed to them or delivered to them via courier service. Requesters shall be charged the actual cost of the postage and mailing supplies, or the actual cost of effecting delivery via the designated courier service.

There shall be no charge for documents e-mailed to the requester or for files transferred to a requester via "FTP" site (file transfer protocol).

REMEDIES FOR FAILURE TO COMPLY

Any employee of Colerain Township, including the designated Records Custodian for each Colerain Township agency, who willfully fails to fulfill a Public Records request by failing to adhere to this policy may be subject to disciplinary action as established within the Colerain Township Personnel Policy.

COLERAIN TOWNSHIP

OTHER RELEVANT POLICIES

4.1 COLERAIN TOWNSHIP DONATION ACCEPTANCE POLICY

PURPOSE

It is important for the Township to be able to properly accept gifts and donations. Gifts can come in a variety of forms, including cash, checks, property/land, or other items of value.

EVALUATION

The Township will need to evaluate the financial and ethical ramifications of accepting any gift before it is formally accepted. Certain gifts might have use restrictions or place a financial burden on the Township. For example, if the Township were to accept a piece of land, the Township would also be accepting the responsibility to maintain said property. Depending on the condition of the property, it may or may not be in the best interest of the Township to accept the gift. In addition, vendors/companies will not be shown any special consideration or favoritism as a result of a gift to the Township. Simply receiving a check or item does not mean that the Township has accepted the gift.

Appropriate documentation must accompany gifts. This may be a letter, trust, or other agreement that outlines the intent of the gift, including any restrictions. The documentation must also be signed by the appropriate agent or person. The Township will not execute any donation agreement until the gift has been formally accepted by the Township Trustees. The Township will accept any cash donations that are donated as a thank you for public service.

The Finance Department and Administration should be notified of any gift. Township Administration shall evaluate the merits of the gift and, if deemed to be an appropriate gift, will place the donation on a Trustee agenda for consideration. The Trustees reserve the right to accept or deny any gifts.

Employees should exercise proper judgement when accepting gifts as to not compromise their own ethics or to violate any local, state, or federal law. Employees should not accept any gifts or favors which reasonably may be interpreted to be offered in order to influence an employee's decision making. Employees should not directly accept any gifts of more than a nominal value (\$50). Employees or Departments may utilize their own discretion in accepting gifts of less than \$50 value.

ACCEPTANCE

Once a gift is accepted, it is irrevocable and the restrictions placed on its use must be strictly observed. These guidelines will help to ensure that gifts are properly accepted. The Department Head of the department that is bestowed the gift shall be the custodians of the funds/items and will be responsible for ensuring proper compliance with the intended use of the gift.

Currently, the Township operates The Legacy Tree & Bench Program. This program is designed for those persons or organizations desiring to commemorate a particular event by planting a tree or installing a

bench. Some of the events include, but are not limited to: memorials, weddings, anniversaries, births, graduations, retirement or recognition of friends/associates.

All trees will be cared for the Public Services Department and come with a one year guarantee.

4.2 COLERAIN TOWNSHIP DRONE POLICY

PURPOSE

Pursuant to Ohio Revised Code 511.32, no person shall use or operate any radio-controlled or other remotely-controlled aircraft, including drones and other unmanned aerial vehicles, or any other similar device in any park or facility without specific written permission from the local jurisdiction. In Colerain Township, registered drones may be operated at Dravo Park and Heritage Park.

Registration to operate drones and other unmanned aerial vehicles may be granted in accordance with this policy. Drones and other unmanned aerial vehicles are prohibited without prior registration.

REGISTRATION GUIDELINES

To successfully register a drone, a person must:

1. Complete the Township registration application including indemnification agreement.
2. Register the drone or other unmanned aerial vehicle with the Federal Aviation Administration (FAA) when applicable.
3. Display all appropriate registration numbers on the craft.
4. Applicant must provide proof of liability insurance to cover personal liability, medical, damages in case of an incident. Insurance can be acquired through the Academy of Model Aeronautics (AMA).

Drone registration applications are located at the Colerain Township Administration Building. There is no fee associated with a drone registration.

ENFORCEMENT

1. Signs indicating “Drones & Unmanned Aerial Vehicles Prohibited” will be placed in Township parks and properties (except for Dravo Park and Heritage Park). Drones are not permitted to be flown outside of designated areas.
2. Signs indicating “Drones & Unmanned Aerial Vehicles Permitted” will be placed in Dravo and Heritage Park with the statement “Registration Required.”
3. Drones and other unmanned aerial vehicles may not be flown within 50 yards of playgrounds and picnic shelters.

4. All drones and small unmanned aircraft must be registered with the FAA prior to use at a Colerain Township park.
5. Drones and similar devices should not be used in a manner that violates any law and should not be operated in a manner to disrupt or disturb other visitors of Dravo or Heritage Park.
6. Unregistered drones and other unmanned aerial vehicles will be subject to citations and penalties in accordance with Ohio law. Failure to abide by and adhere to drone rules and regulations may result in the revocation of an individual's registration.

Individuals are also encouraged to familiarize themselves with the "Know Before you Fly" education campaign. This campaign is intended to educate prospective users about the safe and responsible operation of unmanned aircraft systems (UAS). The campaign can be found online at:
<http://knowbeforeyoufly.org/for-recreational-users/>.

4.3 COLERAIN TOWNSHIP FITNESS ROOM POLICY

PURPOSE

A fitness room located in the Colerain Township Administration building is available for use by Township employees and is a benefit that supports the overall health and well-being of Township employees. This policy is designed to ensure the safe usage of the Colerain Township Fitness Room. The content of this policy will apply to any individual that uses the fitness room, including volunteer instructors. “Fitness Room” in this policy applies to the room located at 4200 Springdale Road.

ELIGIBLE USERS

The Fitness Room is available for use by Colerain Township employees only. Before any individual is permitted to use the fitness room, they must first complete and sign the attached Fitness Room Waiver Form.

The Township recognizes that it is of mutual benefit to allow outside instructors into the fitness room on a temporary basis. Outside instructors performing a service or training regimen may, upon written approval of the Chief of Police or Administrator, be granted approval and access to the fitness room. In order to gain approval and access, these individuals will need to follow the policies and procedures in place to become a volunteer, including the filing of a volunteer application (per the Colerain Township Volunteer Policy). The Chief of Police or Administrator should review each of these applications and ensure that there is a direct benefit to the department before approving the instructor. The Chief of Police will annually review the list of all instructors and ensure that the instructors are in fact, providing a service to our employees that has a direct correlation to the use of the fitness room.

No individual under the age of 18 may use the fitness room.

Any instructor who is not a Township employee and that is permitted to use the fitness room must be accompanied by a Colerain Township employee at all times. These individuals will not be granted an access code, key, or key fob to enter the premise. For these individuals to use the fitness room, a Colerain Township employee must let them into the facility and remain present while the facility is in use. The employee that lets this individual in will be responsible for the conduct of that individual. Sharing of keys or access codes to anyone who is not a Township employee will be a violation of the Township key policy and the employee will have their fitness room rights revoked in addition to facing any disciplinary action as identified in the Colerain Township Key Policy.

GENERAL RULES AND REGULATIONS

The gym is provided for the enjoyment of all who use it, irrespective of whether it is for general recreational use, rehabilitation from injury, or as part of a training program. Any and all users should be considerate of other users, especially at busy times.

The Fitness Room is monitored by video surveillance and is available for use during police department operational hours. The gym should be kept clean and tidy at all times. All litter or drinking bottles/cartons should be placed in the waste bin provided. Shoes should not be worn on the central mat at any time. Please bring a towel to place over seats or benches and wipe down the upholstery after use. Always return weights after use. Please do not slam or drop weights.

SAFETY

All equipment must remain within the fitness room and should not be removed under any circumstance (unless authorized by the Township Administrator or Chief of Police).

Users must wear proper footwear and exercise clothing while using the fitness room. This is for the safety of the users. In addition, please refrain from using the fitness room if you feel ill, have a medical condition, or are dizzy/lightheaded.

Report any issues with equipment in the fitness room to the Chief of Police. A do not use sign will be placed on any damaged or inoperable equipment.

A first aid kit and AED are available if needed.

TOWNSHIP WELLNESS PROGRAM

The Township understands that there may be wellness programs and activities that require use of the Fitness Room. Eligible non-employees include anyone covered by Township issued health insurance that is over the age of 18. These individuals may be granted access to the Fitness Room on a limited basis as part of a Township Wellness program and should sign in via the sign in sheet located in the Fitness Room. These programs may be available to anyone who receives health insurance benefits through the Township. Township Administration and Human Resources will approve the wellness program and designate which individual programs will provide access to the Fitness Room. It is required that any non-employee participating in wellness program activities in the Fitness Room shall complete the attached waiver form prior to participation. Non-employees participating in a wellness program activity in the Fitness Room shall be accompanied by a Township employee at all times and will not be granted access to a key, key access code, or key fob.

DISCLAIMER

Any individual who uses the fitness room does at his/her own risk. Colerain Township shall not be liable for any damages arising from personal injury or damages sustained by an individual while using the fitness room. Users assume full responsibility for any injuries or damages and through the waiver form will release Colerain Township of any and all claims, demands, rights or cause of action, present, or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the user's use or intended use of the facilities and equipment hereof. Individuals who violate this policy may be barred from use of the fitness room.

4.4 COLERAIN TOWNSHIP KEY POLICY

PURPOSE

In the interest of providing Colerain Township employees a safe working environment, this policy is established to limit and control the disbursement of keys to Township facilities and locations. Keys and locks to Township facilities and spaces are the property of Colerain Township, and should be obtained and managed in accordance with this policy.

The specific purpose of this policy is to regulate the use of keys and key codes. The Township recognizes that there is a need to balance the accessibility and use of facilities with the need to provide a safe and secure environment. Therefore, convenience must sometimes be compromised in order to maintain security.

The Township reserves the right to change locks, keys, and access codes as needed. Any maintenance issues related to locks, keys, or access codes should be reported to Township Administration. The Township also reserves the right to conduct an audit of assigned keys at any time.

Violation of the Colerain Township Key Policy may result in loss of the right to be issued key(s) and is subject progressive disciplinary action as defined in the employee handbook.

The Township Administration Building shall be locked and visitors will be restricted from having access to the building when the Police Department is closed. Interior doors to locked areas of all buildings shall not be left open needlessly. No person shall be denied entry into a Township facility at any time for the purpose of conducting business during regular business hours, unless there is a public safety issue as identified by the Police Department.

The Township is using security cameras to monitor and record activity in public areas in order to assist in providing for security and safety of employees and property of the Township. Video monitoring of public areas for security purposes on Township property is limited to uses that do not violate the reasonable expectation of privacy. Legitimate safety and security purposes for security camera monitoring include but are not limited to the: building perimeters, entrances and exits, lobbies and corridors, access to properties, parking areas, etc.

ISSUANCE OF KEYS

Employees will be issued keys based on their need for access. This will be determined by their employment duties, projects, and other legitimate purposes. Employees may be issued keys to their office, Township buildings, common areas, be granted a key code for entrance into locked areas of various Township buildings, or be issued the code to override the alarm for various buildings. If an individual is not issued a key or key code, they may request one via written statement to the Township Administrator. The Administrator reserves the right to approve or deny such requests.

Employees are not to duplicate any keys under any circumstances and should not share their key codes with any unauthorized user. The transfer of keys is directly prohibited, unless approved by the employees Department Head. The Township recognizes that, for safety reasons, certain locked areas of particular buildings may not have more than one or two keys and therefore may need to be transferred if an employee is on leave. Key transfers should be documented by the Department Head. If a transfer will exceed one-month, then the Township Administrator should be informed in writing.

RETURN OF KEYS

It is the personal responsibility of each individual to whom keys are issued to return all keys to their supervisor prior to termination of employment with the Township. All keys should be returned on or before the employees last day of employment. Employees will be held responsible for the expense to change the locks on rooms or buildings for keys not returned.

LOST OR STOLEN KEYS

All individuals who are issued a key shall take appropriate measures to protect and safeguard all keys issued to them. In the event that a key is lost or stolen, the employee should immediately inform, in writing, their direct supervisor, the Township Administrator, and police (if necessary).

The request to replace lost or stolen keys shall be accompanied by a written explanation describing the facts surrounding the loss, particularly the location of the loss, what identifying marks were on the keys, and what doors the keys open. Each individual will be responsible for the costs associated with a new key and/or locks (if necessary).

TEMPORARY KEY CODES

Under special circumstances, a temporary key code may be issued to an outside contractor, community group, or volunteer. If a need arises for a temporary key code, the Department Head working with the individual(s) requiring a temporary code shall file a written request with the Township Administrator. This request should detail the names of the individuals who will need access, the dates they will need access, and the reason for their access. If approved by the Administrator, the Director of IT shall assign a temporary key code. This code shall be deactivated immediately at the end of the project, program, or need is completed.

RECORDS AND COMPLIANCE

Any employee to be issued a key shall complete the key authorization form prior to receiving their key. These forms shall be kept with the employee's personnel file. The Office Manager for Township Administration will also keep an active list of all issued keys that will, at a minimum, include the employee name and locations able to be unlocked by the issued key.

The Township IT Director will also keep a list of all active key codes, including temporary codes.

4.5 COLERAIN TOWNSHIP SOCIAL MEDIA POLICY

INTRODUCTION

Social media is a valuable tool that allows Colerain Township and Colerain Township personnel to enhance communication with residents, businesses, and the community at large. Social media provides an additional outlet for community education, community information, public safety notifications, and other pertinent information.

This Township recognizes that social media also plays a role in the personal lives of Township employees. Social media is a powerful communication tool that can have a significant impact on organizational and professional reputations. Because social media can blur the lines between personal voice and institutional voice, the township has created the following policy on how best to enhance and protect personal and professional reputations when participating in social media for those who choose to use it. The personal use of social media can have a direct effect on official Township business and operations and this policy shall apply to all employees.

PURPOSE

The purpose of this policy is to encourage the use of social media to advance the Township's goals of increased citizen engagement, increased transparency, and increased level of information dissemination. The Township believes that it is important to leverage the power of social media to allow for an additional communication channel that provides citizens an opportunity for involvement, interaction, and feedback.

This policy also serves the purpose of outlining appropriate employee and department social media etiquette, in order to protect the Township's public image and to ensure that all employees are responsible and accountable for their personal and public use of social media. The contents of this policy will directly apply to all Colerain Township employees and facets of this policy will apply to individuals or businesses who engage directly with the Township on any of its social media platforms.

This policy outlines several uniform guidelines by which social media tools will be utilized to inform the public of Township activities. It also provides guidance on employee use of social media, records retention, and management of public comments. This policy is intended to serve as a minimum standard for employees and departments. Departments can enact more specific or restrictive procedures and employees of that department must adhere to the additional, more restrictive guidelines. Any policies/procedures for Emergency or Crisis Communications will supersede this policy, when appropriate.

This policy is not intended to interfere with or restrict an employee or citizens' right to engage in activities protected by the First Amendment of the U.S. Constitution.

SOCIAL MEDIA PLATFORMS

The purpose of Colerain Township's use of various forms of social media is to share family friendly posts of a public interest in Colerain Township with our many residents, businesses, and visitors.

Social media includes any website that allows one to expand their business and/or social contacts by making connections or communications through web based applications. The term "Social Media" includes, but is not limited to:

- Social Networking Sites (Facebook, Linked In)
- Micro-blogging sites (Twitter etc)
- Blogs (including Township and personal blogs, as well as adding comments on such)
- Video and photo sharing websites (Flickr, YouTube, Snapchat and others)
- Forums and Discussion Boards (Google Groups, Yahoo! Groups, Reddit and others)
- Online Encyclopedias (Wikipedia, Sidewiki etc)

Social media is not intended to be the Township's primary means of communication with residents, businesses, and others. The Township uses public meetings notices, the Colerain Township website, newsletters, and other means to effectively share information with a variety of audiences.

All Colerain Township social media pages must be created by the Township and be identified with Township approved branding materials. If a department wishes to create a new social media page for their department, they must obtain approval from the Township Administrator or his/her designee. Once approved, the Administrator will work with the department to outline any necessary procedures for posting to the account. Once the account has been created, all login information, including user name and passwords, must be submitted to the IT Director. In the event that a page is linked to a personal account, then the IT Director will not need a copy of the login information. Under these circumstances, employees shall transfer account rights to another Township employee prior to termination of employment.

The Township will not maintain a social media presence on any site or platform that limits access based on race, ethnicity, religion, sexual orientation, physical ability, or other protected status.

EMPLOYEE USE

The term "employees" as used in this policy includes persons employed by the Colerain Township Board of Trustees, persons who have been appointed by the Board of Trustees to various Township boards and committees, persons while they are doing contract work for or are temporarily employed by the Board of Trustees, members of any committee appointed by the Trustees, and generally anyone who is covered by the township general liability policy while performing a function for Colerain Township.

Colerain Township employees are permitted to utilize free speech and to express themselves as a private citizen on social media platforms. Employees should refrain from working on any personal social media platform or blog during work hours, excluding breaks. Given that employees are representatives of the Township, they should exercise caution with their use of social media as postings are widely accessible, not easily retractable, and likely to be around for a long time, if not permanently. Personnel should be aware that privacy settings on social media sites change, and therefore employees should never assume that content posted on social media is protected or private. It is recommended that

employees only post pictures and comments that they would be comfortable sharing with the general public.

Employees not acting in their official capacity shall not represent or give the impression that they are acting in their official capacity. Employees must never use their township email account or password in conjunction with a personal social networking or social media site. Employees should also take appropriate measure to ensure that it is known that their own personal views are not views of the Township. To reduce the potential for confusion, when appropriate, employees should state something similar to the following: “The views expressed are mine alone and do not necessarily reflect the views of my employer, Colerain Township.”

If an employee wishes to post or respond to a post in an official capacity from their personal account, the employee should include their name, position title, and directly identify themselves as a Township employee. The employee should always show respect and only post about their area of expertise or work assignment.

Employees may be subject to discipline resulting from their use of personal social media when the use of social media can be directly tied to a negative impact on the Townships image or operations and that impact outweighs the employees First Amendment rights or interests. Depending on the nature and severity of the violation, this could include termination of employment. Examples of circumstances that might result in disciplinary action include and not limited to:

- Posting inappropriate and/or non-work related content during official Township functions
- Personal insults, ethic/racial slurs, obscenity, or any conduct that would not be deemed appropriate in the workplace
- Release of confidential or proprietary information, this includes violating records retention policies, confidentiality policies, or the Health Insurance Portability and Accountability Act (HIPPA)
- Posts that impede the performance of any Township department
- Posts that create conflict with coworkers
- Use of the Township logo, branding materials, department titles, or any other marks or images
- Anything that could negatively affect the public perception of the Township

If an employee is aware of or has engaged in any type of behavior that would violate this policy, they should immediately notify their supervisor, who will notify the appropriate parties for follow-up action. If an employee has any questions regarding the contents of this policy, social media use, privacy, or potential content they should seek guidance from their direct supervisor.

RESPONSIBILITY FOR TOWNSHIP ACCOUNTS

It is the responsibility of each department head to ensure compliance with this policy and to develop internal procedures for use of department specific social media accounts. The number of posts, frequency of posts, and content contained in posts is at the discretion of the department head. Departments can also decide their own approach to addressing public comments, questions, and/or requests. In general, most individual complaints, concerns, or service requests will not be addressed via social media. No Township employee’s personal information or email addresses will be posted on these sites.

At a minimum, departments that have their own social media site shall designate one individual who will be account administrator. In order to ensure there is a uniform voice, all potential posts should be screened and approved by the account administrator prior to posting. This individual shall also be responsible for reviewing and responding to comments or feedback and should be well versed in operations of the department. This individual shall also be responsible for what is posted on the site and should ensure that all content is consistent with the department's mission, vision, and values.

In general, employees posting on an official Township social media account should remember that social media can be conversational. Employees should speak to our readers in the same manner that they would address a resident in a face-to-face setting. Try to avoid using jargon or formal language. Posts should never be combative and bear in mind that social media is not always the appropriate form of communication.

The Township will utilize social media to promote transparency and honesty in communications. However, employees shall not post on any items that are currently in litigation or likely to be in litigation in the future. Information to be posted on Township social media sites should be fact based. Chat functions on any of the Township's social media platforms will not be used. The Township reserves the right to turn off the comment functionality at any time at the discretion of the department head responsible for maintaining the site. The Township can also discontinue the use of the platform at any time without explanation and/or warning.

It is the responsibility of the IT Director to administer security and monitoring measures that support this Policy.

RECORDS RETENTION

Public employees engaging in social media activities should be careful of the content of their communications and corresponding records retention requirements. The Township's use of social media platforms will comply with all provisions of Ohio law as all official accounts are considered extensions of the Township's information networks.

Please note that all posts from members of the public including comment, images/photos, usernames, and any other information will be reviewed by Township staff. Colerain Township reserves the right to delete submissions that contain vulgar language, personal attacks of any kind, comments that are offensive to a person with reasonable sensitivity or target or disparage age, race, color, religion, national origin or ancestry, sexual preference, handicapped or disabled, genetic information, socio-economic status, marital/familial status, or status as a veteran or disabled veteran of the U.S. armed forces.

Further, Colerain Township reserves the right to delete postings and/or ban users that:

- Are spam or include links to other sites for promotion or profit
- Are clearly off topic
- Advocate illegal activity
- Promote or oppose particular services, products, or political issues, organizations and candidates
- Infringe on copyrights or trademarks (including the promotion or endorsement of any financial, commercial, or non-governmental agency)

- Are accusations made toward an individual that imply a particular individual is guilty of any criminal conduct or immoral activity
- Information that may compromise the safety or security of the public or public systems

Please note that the public comments expressed on social media accounts do not necessarily reflect the opinions of Colerain Township Trustees. Anonymous comments are not permitted on Township sites. Colerain Township is not responsible for any comments made by non-Colerain Township personnel and posted on Township social media. Colerain Township personnel will make every effort to delete any offensive posts to the site as soon as possible, however the Township cannot guarantee the posts will be deleted prior to the 72 business hour response time. The Township reserves the right to block any user who regularly posts offensive or prohibited items.

When deleting comments or posts, staff should save a screen capture as a jpeg of the content and follow proper procedures for archiving. Similarly, the decision on whether to allow posting or responses by third parties and the deletion of any such responses or postings shall be at the sole discretion of the Township and outside parties do not have any authority or right to control content or the length of time content may be posted. Comments shall not be deleted or removed based solely upon the views expressed and will not be edited.

For questions regarding the operation and moderation of any Township social media site, please contact Colerain Township at (513) 385-7500.

4.6 COLERAIN TOWNSHIP STREET LIGHTING POLICY

PURPOSE

Street lighting is considered to be a benefit to Colerain Township residents that provides for safety and security. Currently, there are areas of the Township that do not have street lights. The specific purpose of this policy is to outline the process by which an area of the Township may apply for and secure street lighting.

Colerain Township is committed to provide lighting along public ways as needed for the public safety and welfare of its citizens. However, the Township is prohibited from paying for lighting for the special benefit of residents of a specific street or neighborhood. In order to receive street lighting, residents will need to follow the Petition Process outlined in this policy that conforms with Ohio Revised Code Chapter 515.

PETITION PROCESS

Overhead streetlight requests for lights at the entrance of a Multi-Family development and a Township public road will be reviewed on a case by case basis.

Colerain Township will not accept a lighting district petition for a street / subdivision until such time as the street is dedicated and accepted by Colerain Township and Hamilton County. Colerain Township residents or property owners who want to light their dedicated and accepted street must first have the owners of more than fifty (50%) percent of the front footage of lots on the street sign a Petition for Street Lighting. Blank versions of these petitions are available at the Township Administration Building.

In order to be considered for the formation of a street lighting district, three documents must be attached to the petition, as follows:

1. A list of all property owners in the district, their mailing addresses, and the Hamilton County Auditor's permanent parcel number of the lot owned. This information is essential for sending the notices required by statute. Incorrect or inaccurate data can negate the results of the hearing and the process will have to start over again.
2. A copy of the Hamilton County Auditor's plat with the parcels or lots to be included in the district shaded. The failure to accurately prepare this document could lead to a lighting district other than desired. Please note that a subdivision plat, a plat survey or other drawing are not acceptable as substitutes for the Auditor's plat. The Auditor's plat can be obtained in the office of the Hamilton County Auditor.
3. Unless a copy is on file at the Township Administrative Offices, a copy of the Deed of Acceptance by the Commissioners of Hamilton County of any street or roadway along which the lights are

proposed. Such a document may be obtained from the developer or the Hamilton County Recorder. No lighting district can be established by the Township Trustees along streets that have not been accepted by the County Commissioners. Please note that dedication of the streets in the subdivision plat does not amount to acceptance of the streets by the County Commissioners.

The petition with the above referenced documents should be filed with the Township. It will be checked for accuracy by the Director of Planning and Zoning and Township Law Director. If it is approved, the Fiscal Officer will set a date for public hearing within thirty (30) days. The Fiscal Officer also signs a notice of acceptance.

The Township will give notice to signers of the Petition of the time and date of hearing. The same notice will be served upon each lot owner in the proposed lighting district fifteen (15) days before the date of the hearing. Notice of hearing will also be published in a local newspaper at least two weeks before the hearing.

At the hearing, property owners in the proposed lighting district will be provided an opportunity to speak. If the Board of Colerain Township Trustees decide in favor of the lighting district, they shall pass a resolution specifying the number of lights necessary for the district, the candle power of the lights, and the location of the points where the lights will be installed and the kind of supports for them.

If the total estimated cost of the lighting improvements is \$15,000 or less the contract for installing the lights may be let without competitive bidding. When competitive bidding is required, the Trustees shall post a notice of the resolution setting out the number, candle power, location and supports for the lights in three conspicuous public places in the district. Bids can be received not less than thirty days (30) from the posting of the notices.

Generally, the only bid that will be made will come from Duke Energy. When a/the bid is accepted by the Trustees, the Township shall enter into a contract with the successful bidder, generally for a term of three (3) years, but in no event longer than ten (10) years.

At that point the Trustees shall assess each lot owner in the lighting district an equal amount, the total of which shall equal the contract bid. The County Auditor will then assess for each lot on the semi-annual tax bill.

In instances where lighting districts are petitioned for streets that already have an intersection light and/or a cul-de-sac light maintained at Township expense, the proposed lighting district must include the cul-de-sac light. It may include the intersection light, but need not do so. If petitioners wish to have lighting styles different than the standard lighting provided by the Township at intersections then they will need to include the intersection light in the lighting district as well, since the Township will not provide lights other than standard overhead fixtures.

At the end of the term of a lighting district contract, the Trustees will award a new contract unless the owners of lots and lands containing in excess of fifty per cent of the front feet abutting on the streets of the lighting district sign a petition for the discontinuance of the district. Such a petition must be filed with the Township Fiscal Officer not less than thirty (30) days prior to the expiration of the lighting contract. In the event that a petition for discontinuance is presented to the Trustees, any resolution approving of the discontinuance shall provide that any salvage costs charged by Duke or another

provider for discontinuance of service will be paid in full by the property owners of the discontinued lighting district prior to the expiration.

4.7 COLERAIN TOWNSHIP TRAFFIC CALMING DEVICE POLICY

PURPOSE

Colerain Township understands that various neighborhoods and residents may desire a traffic calming/control device to be located in their neighborhood for the safety and well-being of the neighborhood. This policy outlines the general guidelines for submitting a request and how Colerain Township will evaluate the request.

In general, Colerain Township does not install speed humps/bumps on a Township Road. This comports with the professional opinion of the County Engineer. The basis for this is that Township roads operate as the primary through road in a residential subdivision that primarily serves the abutting property owners and the individual neighborhoods. Therefore, the traffic volumes along these streets should not be substantive enough to warrant this type of device. The installation of speed humps/bumps along a facility with a journalized speed limit of 25 mph is generally not recommended, because the speed is not significantly reduced due to the fact that speed hump/bump are designed for speeds between 15 mph and 25 mph. The journalized speed limit for a township road is set in accordance with the policies of the Ohio Department of Transportation (ODOT) and the speed study is reviewed and approved by ODOT prior to the posting of the speed limit.

FORMAL REQUEST

Residents who desire the installation of traffic control devices, such as chicanes, may request the Township to initiate a feasibility study by submitting a written request to the Township Administrator. The request should include the street name, a description of the need for a traffic control device, and contact information for follow up or clarification. Requests filed via email shall be considered written requests.

INTERNAL REVIEW

Upon receipt of a written request, the Administrator will work with the Public Services Department and Police Department to determine if a study is necessary and the general area for study. The study area shall include all properties that would reasonably be affected by the installation of the traffic calming device.

In most circumstances, it is likely that the Police Department will place a traffic monitoring device in the area to record the speed of motorists that use the street. The Police Department and Public Services Department will determine if any additional monitoring is necessary for the study and internal review. This initial feasibility study and review will document the traffic counts, speed studies, and could include analysis on accidents that occurred in the past five years. Typically, a traffic calming device will not be

considered for installation unless 85% of all traffic exceeds the posted speed limit by ten (10) miles per hour.

At the conclusion of the internal review, the Township will provide the individual requesting the traffic control device a copy of the feasibility study for the designated area.

INSTALLATION

In order to install a traffic control device, the street shall be:

1. Classified as a street maintained by Colerain Township as the Township will not install devices on a Federal, State, County, or Privately maintained roadway.
2. Residential in nature with a posted speed limit of 25 mph or less.
3. Determined to have a minimum average daily traffic (ADT) of 500 vehicles per day and a maximum ADT of 2,500 vehicles per day.
4. Determined to have a vertical profile (grade) of less than ten percent (10%).

It is worth noting that local streets with ADT exceeding 2,500 vehicles per day will not be considered for these devices. These devices will not be permitted for arterial and collector streets as identified by the Public Services Department.

Prior to any installation, the Township will solicit input from emergency services, utilities (private and public), and other key agencies. The Township Administrator may determine that the installation of traffic calming devices on a street is not feasible due to the disruption of emergency response equipment and other essential services. To emphasize an earlier point, the Township will not install a speed hump/bump under any circumstance.

Residents will be notified of the new traffic patterns and the installation of the new traffic control devices. This notification may take place via online platforms, such as the Township newsletter, Township website, or Township social media pages. The Township will utilize its best efforts to notify residents through other means.

REMOVAL

Existing speed humps may be removed if a petition with signatures from 60% of the affected properties is obtained, or where traffic circulation and safety concerns justify their removal as determined by the Township Administrator.

4.8 COLERAIN TOWNSHIP VOLUNTEERING POLICY

INTRODUCTION

Colerain Township welcomes and embraces all volunteers and potential volunteers. The Township hopes that any volunteer experience will be mutually satisfying. Volunteers choose to make a difference in the community and thereby affect many parts of the Township, including the future of the Township. The Township thanks all of its volunteers for their time and efforts.

PURPOSE

This policy outlines the rules and guidelines necessary for the Township to utilize volunteers. The policies contained in this document apply to all volunteers, and do not constitute, either implicitly or explicitly, a contractual or personnel agreement. Changes to this policy may be made by the Board of Township Trustees at any time. Any items not specifically covered in this policy will be addressed by Township Administration. It should be noted that the Township also reserves the right to utilize, or not utilize, services of volunteers.

HOW TO BECOME A VOLUNTEER

When the Township determines that a new event, project, or assignment would benefit from the utilization of volunteers, a “Call for Volunteers” will be posted on the Township website and communicated through other communication channels. If a department has a need for volunteers, that need should be communicated to the Township Administrator for approval. Each request for volunteers will be evaluated on an individual basis.

Unsolicited volunteer applications will also be accepted by Human Resources. On receipt of an unsolicited application, Human Resources will forward the application to the head of the department that best matches the interests of the applicant. The department head will then evaluate any potential opportunities for volunteering and make a formal request of Administration.

The attached Volunteer Application will be completed by all potential volunteers. While completing the application, it is important to make the Township aware of any medical conditions that may affect the ability to volunteer. The Township will not allow anyone to volunteer in a capacity that presents a high level of risk to themselves or the general public. The personal information contained on the application is subject to applicable public records laws.

No one can report to a volunteer assignment until a volunteer application is completed, signed, and any necessary background checks have been satisfactorily completed.

BACKGROUND CHECKS

All volunteers will be subject to a formal screening process. The degree of screening will depend upon the type of volunteer opportunity. It is possible that the Township may request references, fingerprinting, or other information to conduct a proper background check (ex. Criminal, Bureau of Motor Vehicles, references, etc.).

Volunteers who work with or have supervisory or disciplinary responsibility over “vulnerable populations” (children, the elderly, individuals that are mentally or physically challenged) will be required to be fingerprinted as part of their background check. The purpose of these screens and background checks are to ensure the safety of program participants, Township staff, and other volunteers. Depending on the outcome of a background check, the Township may elect to not utilize a particular individual as a volunteer. Volunteers are subject to an annual background check. It is the responsibility of the volunteer to cover all costs associated with any type of background check.

VOLUNTEER RESPONSIBILITIES

Volunteers will be instructed of their duties and responsibilities prior to engaging in any assignment. When applicable, the expected duties will be posted with the “Call for Volunteers.” If a volunteer has not received a description of their duties and assignments or needs clarification, the individual should consult the program administrator.

Volunteers may not perform professional services for which certification is required unless the volunteer possesses the appropriate certificate or license and have received approval from the department. In the event that a volunteer does not meet the minimum requirements for an assignment, the volunteer should immediately inform the program administrator or department head and request a new assignment or duty.

If volunteer knows that they will be unavailable due to a planned absence, the volunteer should inform the program administrator or department head as early as feasibly possible so that alternative arrangements may be made.

CONFIDENTIALITY

On occasion, a volunteer may witness an incident, be entrusted with information, or have access to records or files deemed confidential in nature. It is the expectation of the Township that any volunteer who gains access to confidential information or witnesses an incident will respect and protect the trust and privacy rights all individuals affected.

In order to clarify, confidentiality means that all information entrusted to the volunteer (whether directly or indirectly) not be divulged to any other individual. If a volunteer has question as to whether or not an item is confidential, then that individual should seek clarification from the person responsible for administering the volunteer program. Until proper clarification is received, the volunteer should err on the side of caution and keep the matter confidential. Violation of confidentiality is a serious breach of trust, and in some cases, of law. Disclosure of confidential information may result in termination of volunteer status, civil action, or criminal prosecution.

WORKPLACE POLICIES

All volunteers should conduct themselves in a professional manner and follow the policies contained in the Colerain Township Human Resources Policy Manual and all Federal and State laws.

Volunteers are expected to follow the same safe working practices as employees. Questions concerning safety problems, unsafe conditions or safety violations should be directed immediately to the program administrator or department head. The volunteer is responsible for knowing and following established safety policies and procedures for the volunteer assignment.

In addition, all volunteers shall act with integrity, honesty, and demonstrate high ethics. Volunteers are also expected to dress appropriately for their role and display excellent customer service. All volunteers can be viewed by the general public as a “face” of the Township. It is therefore important that volunteers conduct themselves in a warm and friendly manner and provide prompt service.

It is important to note that the Township has a zero tolerance policy for workplace violence and that the Township promotes equal treatment of all persons regardless of race, religion, color, ethnicity, national origin, sex, age, marital status, disability status, or any other basis prohibited by law. The Township will not tolerate racial, ethnic, religious, disability, or sexual oriented behaviors, jokes, comments or other forms of harassment.

The Township believes that volunteers are essential and provide a tremendous benefit to many of our programs and services. The Township hopes that each individual will be creative, conscientious, self-motivated, responsible and have fun in their volunteer capacity.

COLERAIN TOWNSHIP

PUBLIC SERVICES DEPARTMENT POLICIES

5.1 COLERAIN TOWNSHIP COMMUNITY CENTER RENTAL POLICY

PURPOSE

Colerain Township operates a Community Center that has two different halls available to be used by the general public. The following policy outlines the parameters by which the Community Center can be rented and the expectations for any renter (referred to as “User”). Each User will have to enter into an agreement with the Township prior reservation of any public space or Township property.

RENTALS

The Community Center is a public building owned by the Board of Township Trustees. As such, the Board of Trustees allows for the rental of either or both halls in the facility for a set fee. Anyone who wishes to rent the Community Center shall enter into an agreement with the Board of Trustees for use of the space. The Community Center will not be reserved until a Rental Agreement is executed. As outlined in the agreement, Users will:

1. Abide by Fire Department Occupancy rates;
2. Abide by the agreed upon timeframe for the event (all events must end by midnight on the weekends and by 9 PM on weeknights, unless previously authorized by the Event Coordinator);
3. Abide by all Township restrictions on decorations;
4. Follow all Hamilton County Board of Health guidelines for serving food;
5. Follow all Federal, State, and local regulations regarding the consumption and distribution of alcohol;
6. Not collect admission charges or utilize any moneymaking ventures unless approved by the administrator or designee;
7. Not use the facility for any commercial ventures, gambling, and engendering racial/religious prejudice or any unlawful activity;
8. Limit any smoking to outside of the facility in designated areas.

FEES

Fees are established by the Colerain Township Board of Trustees and are subject to change at the discretion of the Board of Trustees. A copy of the fee schedule can be obtained by contacting the Event Coordinator for the Community Center. The Township maintains a separate fee schedule for meeting use and event use. Users are subject to additional fees for failure to abide by the tenants of the Rental Agreement, for additional hours of use, or failure to properly maintain the facility. The Township also has a separate rate schedule for Township residents and non-residents.

1. A Rental Deposit in the amount of 50% of the total of the Rental Fee, and Additional Rental Fee, if any, shall be paid upon execution of the Rental Agreement.
2. The balance of the Rental Fee, and Additional Rental Fee, if any, shall be paid no later than thirty (30) days prior to the Rental Period.
 - a. If the User does not pay the balance of the Rental Fee, and Additional Rental Fee, if any, at least thirty (30) days prior to the Rental Period, a late fee equal to 10% of the balance of the Rental Fee, and Additional Rental Fee, if any, shall be imposed.
 - i. If the balance of the Rental Fee, and Additional Rental Fee, if any, is not paid within ten (10) days of the Rental Period, the Township will consider the event canceled and shall be entitled to retain the Rental Deposit and other fees paid by User.
3. Payment of the entire Rental Fee, and Additional Rental Fee, if any, is required upon execution of the Rental Agreement in order to officially reserve the Community Center for a Rental Period taking place sooner than thirty (30) days from the date of the execution of the Rental Agreement.

All deliveries and pick-ups related to User's event shall be scheduled with the Township Events Coordinator and shall be scheduled during the two-hour set-up interval permitted. Deliveries and pick-ups scheduled outside this time period may be subject to an additional set-up fee of \$50.00 per hour.

At the discretion of the Township Administrator or by adopted motion of two of the three Township Trustees, the fees associated with the use of the Community Center may be partially or wholly waived. In general, fees will be waived on a case-by-case basis for non-profits or other governmental entities for meetings or events that directly benefit the Township or Township residents. The Township may also consider waiving the fees for special circumstances as deemed appropriate. This may include rentals related to the recognition of service of long-tenured employees.

CANCELLATIONS

There are several reasons by which the use of the Community Center may be cancelled, as outlined below.

1. If Hamilton County issues a Level 3 Snow Emergency, the Rental Agreement will be canceled.
 - a. User may receive a full refund of the Rental Fee or may request credit for rental of the Community Center on an alternate date, subject to availability.
 - b. Once the Township issues a full refund of the Rental Fee or agrees to schedule User for another available rental date, the Township shall have no further obligation to the User.
2. User may cancel the Rental Agreement by written notice to the Township.
 - a. Upon receipt of such written notice, the Township shall make the Community Center available for reservation by others during the canceled Rental Period.
 - i. If the Township is able to re-rent the Community Center during the canceled Rental Period, the User may, at his/her option:
 - (1) use the previously-paid Rental Deposit or Rental Fee to schedule an event at the Community Center on an available date within twelve months of the Rental Period; or
 - (2) receive a refund of the Rental Deposit or Rental Fee, less a \$50.00 administrative re-rental fee.

- a. Refunds shall be issued by mail, addressed to User at the address listed in the introductory paragraph of the Rental Agreement, within sixty (60) days of receipt of an executed Rental Agreement and Rental Deposit for the re-rental of the Community Center.
 - b. If the Township is unable to re-rent the Community Center during the canceled Rental Period, the User is obligated to pay to the Township a cancellation fee in the amount of the Rental Fee and Additional Rental Fee, if any, minus any Rental Deposit previously paid.
3. If User fails to arrive at the Community Center within one hour of the beginning of the Rental Period, the Township shall consider the User to have canceled the Rental Agreement.
 - a. At that time, the Township may, at its option, close the Community Center, send its employees home, and prohibit User from utilizing the Community Center.
 - b. If the Rental Agreement is deemed canceled pursuant to this section, the Township shall retain the entire Rental Deposit or Rental Fee and additional fees, paid by User.
4. Colerain Township reserves the right to cancel the Rental Agreement upon thirty (30) days written notice to the User.
 - a. In the event that Colerain Township finds it necessary to cancel the Rental Agreement, the Rental Deposit or Rental Fee paid by the User for the canceled Rental Period will be refunded to the User, and Colerain Township shall have no further obligation to the User.
5. Colerain Township reserves the right to cancel User's event before or during the event should the Township determine that the User or his/her guests, invitees, or agents is/are in violation of any provision of the Rental Agreement or is/are in violation of the law. Colerain Township further reserves the right to cancel User's event before or during the event in instances where the Township determines, in its sole discretion, that the event, or the number of participants therein, is dangerous, disruptive, offensive, or damaging to the general welfare or reputation of Colerain Township.
 - a. In cases where the event is canceled before the event, Colerain Township shall refund the Rental Fee, and Colerain Township shall have no further obligation to the User.
 - b. In cases where the event is canceled during the event, no refund will be given.

CLEAN-UP AND MAINTENANCE

Users of the facility will be responsible for general cleaning and maintenance of the rented space. User will be subject to an additional fee for labor costs associated with clean-up. At a minimum Users are expected to:

1. Bus all tables
2. Wipe down all chairs
3. Clean kitchen counters, sinks, refrigeration units, stove/oven, cabinet surfaces and floors
4. Remove all decorations
5. Remove all personal property and equipment not provided by Colerain Township

The User shall be responsible for any and all damage, expenses, and losses, including theft and property loss, to any equipment, decoration, property, and/or facilities of the Community Center, other than normal wear and tear, which occurs during the course of the Rental Period and agrees to reimburse the Township for any such damage, expense, or loss regardless of whether such damage, expense or loss is caused by User, his/her invitees, agents, guests, vendors, or caterers.

The reimbursement for such damage, expense, or loss shall be the billed the cost for repair, plus 10% to repair any damage or replace any lost or stolen property. The vendor, the scope of work necessary, and whether replacement or repair of damaged items is necessary shall be determined by the Township, in its sole discretion.

The User agrees to provide the Township with a valid credit card number at the time of execution of the Rental Agreement. The User will authorize the Township to use this credit card to obtain payment for any additional charges and fees which are incurred as a result of the User's cancellation, rental/use/misuse of Township facilities including, but not limited to, cancellation fees, late exit fees, additional clean-up fees and/or fees or costs to repair/replace materials, furnishing, equipment, or other items damaged or lost during the course of the rental.

The User understands and agrees that they may not be notified of charges prior to the use of the credit card, but that the Township will provide User with a detailed summary of the charges within ten (10) days of the charges being assessed or within two (2) days of User's request for such summary. User understands and agrees that User is responsible for all fees and charges assessed pursuant to the Rental Agreement, regardless of whether the charges/costs are accepted and/or paid by User's credit card company.

SECURITY

All buildings are kept locked at all times. The staff representative scheduled to work the event will be at the door five (5) minutes before your rental begins. The Rental Period will include the time allocated to set up for the event. It is the responsibility of the User to ensure that only allowable participants are granted access to the building. No participants from an event may be left behind waiting for their ride home unchaperoned. Exterior doors may not be propped open for any reason.

5.2 COLERAIN TOWNSHIP GENERAL BUILDING RENTAL POLICY

PURPOSE

Colerain Township owns and operates a number of different buildings that may have space which can be rented by the public for various meetings or other purposes. The following policy outlines the parameters by which any non-Community Center or Park facility can be rented and the expectations for any renter (referred to as “User”). Each User will have to enter into an agreement with the Township prior reservation of any public space or Township property.

RENTALS

The Board of Township Trustees owns all Township buildings and the Board of Trustees allows for the rental of certain areas of these Township buildings for a set fee. Anyone who wishes to rent these areas shall enter into an agreement with the Board of Trustees for use of the space. The space will not be reserved until a Rental Agreement is executed. As outlined in the agreement, Users will:

1. Abide by Fire Department Occupancy rates;
2. Abide by the agreed upon timeframe for the event;
3. Abide by all Township restrictions on decorations;
4. Follow all Hamilton County Board of Health guidelines for serving food;
5. Not Consume or distribute alcohol as it is expressly forbidden;
6. Not collect admission charges or utilize any moneymaking ventures unless approved by the Administrator or designee;
7. Not use the facility for any commercial ventures, gambling, and engendering racial/religious prejudice or any unlawful activity;
8. Limit any smoking to outside of the facility in designated areas.

FEES

Fees are established by the Colerain Township Board of Trustees and are subject to change at the discretion of the Board of Trustees. A copy of the fee schedule can be obtained by contacting the Administration office. The Township maintains a separate fee schedule for different facility use and for different types of Users. Users are subject to additional fees for failure to abide by the tenants of the Rental Agreement, for additional hours of use, or failure to properly maintain the facility. The six recognized classes of Users are listed below:

Class I	Activities approved and operated by the Colerain Township Board of Trustees as approved by Administrator or designee
Class II	Responsible organizations and groups closely affiliated with Township operations (CFA, CPA, Historical Society, etc.)
Class III	Responsible, non-profit organizations and groups dedicated entirely to the service of school-age youth
Class IV	Other government agencies not affiliated with the township (ODOT, BWC, OPERS, etc.)
Class V	Responsible, non-profit civic, fraternal or religious organizations whose membership majority resides in Colerain Township (Clippard YMCA)
Class VI	All other responsible groups

1. A Rental Deposit in the amount of 50% of the total of the Rental Fee shall be paid upon execution of the Rental Agreement for long term rentals.
2. The balance of the Rental Fee must be paid at the conclusion of the event. For long term rentals, the balance of the Rental Fee is due prior to the first date of usage.
 - a. If the User does not pay the balance of the Rental Fee, a late fee equal to 10% of the balance of the Rental Fee shall be imposed.
3. A facility representative shall be in attendance when the building facilities are used by any organization regardless of classification. The User will be charged for at least one hour of staff time, in addition to the hours of the event, to open and close the building for activities scheduled other than during regular work hours.

At the discretion of the Township Administrator or by adopted motion of two of the three Township Trustees, the fees associated with the use of any Township facility may be partially or wholly waived.

CANCELLATIONS

There are several reason by which the use of a Township facility may be cancelled, as outlined below.

1. User may cancel the Rental Agreement by written notice to the Township at least one (1) full working day prior to the scheduled use.
 - a. Upon receipt of such written notice, the Township shall make the facility available for reservation by others.
 - b. If the User cancels the Rental Agreement within one working day of the scheduled use, then they will be charged for two (2) hours for each employee who was scheduled to work during the rental in addition to the full facility charge.
2. If User fails to arrive at the facility within one hour of the beginning of the Rental Period, the Township shall consider the User to have canceled the Rental Agreement.
 - a. At that time, the Township may, at its option, close the facility, send its employees home, and prohibit User from utilizing the facility.

- b. If the Rental Agreement is deemed canceled pursuant to this section, the Township shall retain the entire Rental Deposit or Rental Fee and additional fees, paid by User.
 - c. User may arrange for an alternative arrival time with consent of the Administrator.
- 3. Colerain Township reserves the right to cancel the Rental Agreement within five (5) working days of the scheduled use via written notice to the User.
 - a. In the event that Colerain Township finds it necessary to cancel the Rental Agreement, the Rental Deposit or Rental Fee paid by the User for the canceled Rental Period will be refunded to the User, and Colerain Township shall have no further obligation to the User.
 - b. In the event of a conflict on dates, the classifications of user shall be the determining factor with the lowest numbered classification having priority. When classification numbers are the same, scheduling may be in accordance with the date of submittal of request. Any approved application is subject to cancellation if the property is later found to be needed for use by Township authorities.
- 4. Colerain Township reserves the right to cancel User's event before or during the event should the Township determine that the User or his/her guests, invitees, or agents is/are in violation of any provision of the Rental Agreement or is/are in violation of the law. Colerain Township further reserves the right to cancel User's event before or during the event in instances where the Township determines, in its sole discretion, that the event, or the number of participants therein, is dangerous, disruptive, offensive, or damaging to the general welfare or reputation of Colerain Township.
 - a. In cases where the event is canceled before the event, Colerain Township shall refund the Rental Fee, and Colerain Township shall have no further obligation to the User.
 - b. In cases where the event is canceled during the event, no refund will be given.

CLEAN-UP AND MAINTENANCE

Users of the facility will be responsible for general cleaning and maintenance of the rented space. In general, the User should leave the facility in the same condition as it was before the Rental. User will be subject to an additional fee for labor costs associated with clean-up. At a minimum Users are expected to:

- 1. Clean all tables and/or chairs
- 2. Remove all decorations
- 3. Remove all trash
- 4. Keep any communal restrooms in a reasonably clean condition

The User shall be responsible for any and all damage, expenses, and losses, including theft and property loss, to any equipment, decoration, property, and/or facilities, other than normal wear and tear, which occurs during the course of the Rental Period and agrees to reimburse the Township for any such damage, expense, or loss regardless of whether such damage, expense or loss is caused by User, his/her invitees, agents, guests, or vendors.

The reimbursement for such damage, expense, or loss shall be the billed cost for repair, plus 10% to repair any damage or replace any lost or stolen property. The vendor, the scope of work necessary, and

whether replacement or repair of damaged items is necessary shall be determined by the Township, in its sole discretion.

The User agrees to provide the Township with a valid credit card number at the time of execution of the Rental Agreement. The User will authorize the Township to use this credit card to obtain payment for any additional charges and fees which are incurred as a result of the User's cancellation, rental/use/misuse of Township facilities including, but not limited to, cancellation fees, late exit fees, additional clean-up fees and/or fees or costs to repair/replace materials, furnishing, equipment, or other items damaged or lost during the course of the rental.

The User understands and agrees that they may not be notified charges prior to the use of the credit card, but that the Township will provide User with a detailed summary of the charges within ten (10) days of the charges being assessed or within two (2) days of User's request for such summary. User understands and agrees that User is responsible for all fees and charges assessed pursuant to the Rental Agreement, regardless of whether the charges/costs are accepted and/or paid by User's credit card company.

SECURITY

All buildings are kept locked at all times. The staff representative scheduled to work the meeting will be at the door five (5) minutes before your rental begins. It is the responsibility of the User to ensure that only allowable participants are granted access to the building. No participants from an event may be left behind waiting for their ride home unchaperoned. Exterior doors may not be propped open for any reason. Users should never allow someone into the building that they do not know for any reason.

5.3 COLERAIN TOWNSHIP PARK RENTAL POLICY

PURPOSE

Colerain Township operates several different parks located throughout the community. Each park is unique and may contain some combination of shelters, ball fields, and other distinct items/characteristics. While these areas are typically available to the public on a first come, first serve basis, individuals do have the ability to rent and reserve various facilities. The following policy outlines the parameters by which park facilities can be rented and the expectations for any renter (referred to as “User”). Each User will have to enter into an agreement with the Township prior reservation of any public space or Township property.

RENTALS

Colerain Township parks are public assets owned by the Board of Township Trustees. As such, the Board of Trustees allows for the rental of various aspects of each park for a set fee. Anyone who wishes to rent these spaces on a one-time or recurring basis shall enter into an agreement with the Board of Trustees for use of the space. No park space will be reserved until a Rental Agreement is executed. As outlined in the agreement, Users will:

1. Abide by all displayed Park rules and requirements;
2. Abide by the agreed upon timeframe for the rental, as there may be other individuals with rentals that immediately follow;
3. If renting a baseball field, please refrain from using the field if the surface is wet;
4. All fields shall not be used if conditions are unsafe or if emergency alert sirens have been sounded;
5. Abide by all Township restrictions on decorations;
 - a. For shelters, this means that no staples, duct tape, nails, or adhesives that will leave permanent residue or damage may be used to attach any items to the shelters or picnic tables;
 - b. This also means that no inflatable play equipment (specifically bounce houses), tents, or pop-up equipment will be permitted;
6. Follow all Hamilton County Board of Health guidelines for serving food;
7. Follow all Federal, State, and local regulations regarding the consumption and distribution of alcohol;
 - a. This should be limited to reserved shelter areas only, consuming alcohol outside of a shelter area is subject to Ohio Open Container Law;
8. Not collect admission charges or utilize any moneymaking ventures unless approved by the administrator or designee;
9. Not use the facility for any commercial ventures, gambling, and engendering racial/religious prejudice or any unlawful activity;
10. Limit any smoking to designated areas;

11. Abide by all Federal, State, and Township law, including the Township's noise resolution (which prohibits the use of DJ's in the park).

FEES

Fees are established by the Colerain Township Board of Trustees and are subject to change at the discretion of the Board of Trustees. A copy of the fee schedule can be obtained by contacting the Public Services Department. The Township maintains a separate fee schedule for event use, frequency (single day event, full season, etc.), and reservation type (field, shelter, etc.). Users are subject to additional fees for failure to abide by the tenants of the Rental Agreement, for additional hours of use, or failure to properly maintain or damage to parks and park facilities. The Township also has a separate rate schedule for Township residents and non-residents.

1. The full Rental Fee shall be paid upon execution of the Rental Agreement.

The Board of Trustees shall have the authority to waive or modify any fees associated with the use of park facilities.

CANCELLATIONS

There are several reasons by which a Rental Agreement may be cancelled, as outlined below.

1. User may cancel their Rental Agreement by written notice to the Township.
 - a. For rental of park shelters, a full refund will be made available to the user if the reservation is cancelled ten (10) days prior to the date of reservation. An individual can expect to receive their refund within six (6) weeks. No refunds will be issued for inclement weather or for reservations that are cancelled less than ten (10) days prior to the reservation date. Applicants may reschedule their reservation date if prior notice is given and the new reservation date must be within the same calendar year.
 - b. For field rentals, a full refund will be made available to the user if the reservation is cancelled thirty (30) days prior to the start date of season/reservation. An individual can expect to receive their refund within six (6) weeks. No refunds will be issued for inclement weather or for reservations that are cancelled less than thirty (30) days prior to the reservation date.
2. Colerain Township reserves the right to cancel the Rental Agreement upon thirty (30) days written notice to the User.
 - a. In the event that Colerain Township finds it necessary to cancel the Rental Agreement, the Rental Deposit or Rental Fee paid by the User for the canceled Rental Period will be refunded to the User, and Colerain Township shall have no further obligation to the User.
3. Colerain Township reserves the right to cancel User's event before or during the event should the Township determine that the User or his/her guests, invitees, or agents is/are in violation of any provision of the Rental Agreement or is/are in violation of the law. Colerain Township further reserves the right to cancel User's entire reservation or a portion of the reservation before or during the event in instances where the Township determines, in its sole discretion, that the reservation, or

the number of participants therein, is dangerous, disruptive, offensive, or damaging to the general welfare or reputation of Colerain Township.

- a. In cases where the reservation is canceled before the event commences, Colerain Township shall refund the Rental Fee, and Colerain Township shall have no further obligation to the User.
- b. In cases where the event is canceled during the event, no refund will be given.
- c. If the Rental Agreement is cancelled in the middle of a season, no refund will be given.

CLEAN-UP AND MAINTENANCE

Users of any park facility will be responsible for general cleaning and maintenance of the rented space. User will be subject to an additional fee for labor costs associated with clean-up. At a minimum Users are expected to:

1. Clean all tables and/or chairs
2. Remove all decorations
3. Remove all trash by placing the trash in the various containers near the shelter
4. Keep any communal restrooms in a reasonably clean condition

In general, the User is responsible for leaving the area in a safe, clean, and orderly condition. The User is liable for failing to clean up the shelter, all damages to plants, trees, park grounds, and park property resulting from the User's use of the park. Failure to clean up shelter and area surrounding may cause the denial of future rentals.

Specifically, a User shall be responsible for any and all damage, expenses, and losses, including theft and property loss, to any equipment, decoration, property, and/or park facilities, other than normal wear and tear, which occurs during the course of the Rental Period and agrees to reimburse the Township for any such damage, expense, or loss regardless of whether such damage, expense or loss is caused by User, his/her invitees, agents, guests, or vendors.

The reimbursement for such damage, expense, or loss shall be the billed the cost for repair, plus 10% to repair any damage or replace any lost or stolen property. The vendor, the scope of work necessary, and whether replacement or repair of damaged items is necessary shall be determined by the Township, in its sole discretion.

To report problems with fields, please contact the Public Services Department Monday thru Friday from 8 AM-4:00 PM. Please report any acts of vandalism or misuse of field/park areas or equipment to the Police Department as soon as possible.

SECURITY

All parks close at dusk. Certain parks are locked at this time and it is the expectation that all events and individuals will have left the park by dusk. In addition, all restrooms automatically lock at 10 PM and will not open until 6 AM the next morning. No participants from an event may be left behind waiting for their ride home unchaperoned. Doors may not be propped open for any reason.

5.4 COLERAIN TOWNSHIP COMMUNITY & SENIOR CENTER POLICY

PURPOSE

This policy will provide guidance on the general operations of the Community and Senior Center. This building is home to a number of services that are utilized by both Colerain Township residents and non-residents. The following policies will apply to Township staff and, where applicable, any individual that uses or receives services in the Community Center or Senior Center.

The overall fiscal operations of this building are supported by the Township and supplemented by user fees and memberships. This Center serves a number of functions for the community and is comprised of two halls, a patio balcony, atrium, kitchens, arts room, game room, computer center, music room, and fountain area. Any changes to the structure of this Center, including renovations, building additions, or demolitions, will be at the sole discretion of Colerain Township.

This document will not necessarily outline or address specific policies required by outside agencies, such as the Council on Aging and the YMCA. In the event of a conflict between outside agency policies and Township policies, Colerain Township employees should seek direction from their supervisor on whether or not to adhere to the additional policies and will ensure that no Township policies will be violated.

HOURS OF OPERATIONS

Operating hours of the Center are Monday – Thursday, from 9 a.m. – 4:00 p.m. and Fridays from 9 a.m. to 3:00 p.m. Office hours for the Center are Monday-Friday from 7:30 a.m. to 4:00 p.m. at 4160 Springdale Road. The Center is only open on Saturday or Sunday for select classes, events, and private rentals. The Center will be closed on all observed Colerain Township holidays and on Election Day.

CONTRACTORS AND VOLUNTEERS

The Township reserves the right to hire independent contractors to teach various classes and/or provide general services to the Center. The Township will also occasionally use volunteers to assist with the operations of the Center. These volunteers may assist with front desk duties, special events, classes, and other duties as assigned. All volunteers will be subject to the Colerain Township Volunteer Policy and will be required to complete the Volunteer Application and any necessary background checks prior to volunteering. Specific requirements for each volunteer position will vary depending on the duties and there are no age restrictions to be considered for a volunteer role. Volunteers are encouraged to donate a minimum of eight hours of service each year to be considered an “active” volunteer.

CONFLICT OF INTEREST

Consistent with the Township's conflict of interest policy, no employee, board member, or other person who exercises any decision making function with respect to the Community and Senior Center activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties. Further, no purchase of supplies, vehicles, or equipment that is made with Council on Aging funds shall be to a person that is employed by Colerain or to an employee's immediate family member.

TRAINING

Colerain Township Community and Senior Center staff will undergo the appropriate amount of training required for individual job descriptions in order to maintain the safety and health of Center participants. This is likely to include CPR and AED training, training on all proper Council on Aging policies and procedures, and any applicable driver's education courses.

EQUIPMENT MAINTENANCE AND INSPECTIONS

Colerain Township will inspect and maintain all standard operating equipment in a manner that best ensures the health and safety of all Center participants and employees. Staff will reference all appropriate forms and procedures to ensure that the Center is set up for the appropriate use, cleaned properly, and maintained in a proper fashion.

In general, the follow items will be inspected by Township staff or contractors according to the below schedule:

- Daily: Congregate meal temperature and the Center bus used for transportation
- Weekly: Sewer stanchion pipes, art room drain catch, lighting, and the Hall B oven gas pilots
- Monthly: Indoor pest control
- Quarterly: Ice machine filter, refrigeration unit filter, and HVAC unit
- Annually: Sprinkler system, the kitchen (performed by Public Health), Fire extinguishers and hoods, all vehicles, outdoor pest control, back-flow preventers and boilers.

INCIDENT REPORTING AND INCLEMENT WEATHER

The Center will provide a safe and secure environment for its participants and employees. An incident can be defined as any occurrence which is not consistent with the routine operation of the Center such as an accident, theft, property damage, refusal of services (by client or staff), or a loss claim. All incidents will be documented within 24 hours by the member of the YMCA, COA, or Colerain Township staff on whose watch the incident occurred. When an incident occurs, the volunteer, contractor, or staff member involved shall notify the Colerain Township Event's Coordinator. The Council on Aging will be notified immediately of any incident involving a participant funded by the Council on Aging and they shall receive a copy of the incident report within 24 hours.

Major incidents should be brought to the attention of the Township Administrator, as soon as feasibly possible. Major incidents include, and are not limited to, abuse, neglect, or exploitation. Colerain Township shall notify the Council on Aging of any and all major unusual incidents that impact the Center

and/or any consumer served pursuant to the Service Agreement with Council on Aging. The notification shall be phoned or e-mailed to the Council on Aging's Manager of Provider Services within one hour after Township staff becomes aware of the major unusual incident. The Township agrees to furnish, upon request of Council on Aging, any records relating to such incident and to cooperate with Council on Aging and/or its authorized representatives in any investigation of any major unusual incident. Additionally, the Township shall immediately notify the county Department of Job and Family Services, or the agency the county Department of Job and Family Services designates to provide adult protective services, once the Township has reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation, and has the consent of the consumer.

During winter weather conditions, if the Northwest Local School District is on a 2-hour delay, the Center will open at 10 am. All programs scheduled for 10 am or later will be available. If Northwest Local School District closes, the Center will also close for the day. Rentals will only be cancelled by Colerain Township in the event of a level 3 (or higher) snow emergency.

For inclement weather events (including and not limited to severe thunderstorm watch/warning, snow advisory, or winter storm watch/warning), Congregate meal consumers who were transported by a Center vehicle, will receive transportation home prior to impending inclement weather. Those congregate consumers with private transportation will be encouraged to leave prior to impending inclement weather. In the event of a tornado or earthquake, all occupants in the building will be informed of the threat and directed to the Hall B kitchen hallway for safety measures.

The Center will also be closed and evacuated if there is a power outage that lasts more than 30 minutes.

MEDIA OUTREACH AND TITLE III PROGRAM

Colerain Township shall collaborate with Council on Aging to help ensure that media relations, public information, and outreach related to the Title III Program are mutually beneficial to the Township and to Council on Aging. This will include the use of any social media.

Any Title III outreach campaigns, including media relations, shall be coordinated with the Council on Aging Communications Director prior to the planning such campaigns. No consumer information will be disclosed or used for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.

For programs sponsored by the Council on Aging, any program information, whether in print or electronic format, shall include, at a minimum, the Council on Aging Agency Partner logo and a statement that the program or service receives funds administered by Council on Aging of Southwestern Ohio. All requests for information in response to a major incident shall be handled by the Township Administrator and referred to the Council on Aging's Communications Director, when applicable.

SENIOR CENTER MEMBERSHIP

The Colerain Township Senior Center will allow any individual who is 50 years of age or older to be eligible for membership through the YMCA. Any member will be allowed to participate in any of the daytime programming and activities at the Senior Center. The YMCA will set all membership rates.

Please note that certain activities or functions may require advanced registration and ticket sales that are not included as part of the membership. Upon registration as a member, a staff member or volunteer will collect an individual's name, address/email, phone number, date of birth, and emergency contact information. All members will then be issued a Senior Center Card (supplied by the YMCA) which must be swiped at each visit. All members must sign in upon arrival at the Senior Center. Members also agree to the below code of conduct, which is listed as a reference and is in place to ensure that the Senior Center remains a safe, comfortable, and pleasant environment for all members.

- Members must be 50 years old or older and be able to function independently in the Center or be accompanied by a caregiver.
 - o A caregiver must accompany members that are not able to attend to their own personal needs for the duration of their stay.
 - o Caregivers that are ineligible for membership are not to be considered participants or staff.
- Programs and activities are offered to older adults with the understanding that they do not need help to accomplish the particular projects or tasks. The program leader will demonstrate projects with the completion of said projects under the control of each participant.
- The program leader may make a determination about whether a client's participation is appropriate for the program.
- Emergency contacts will be listed on the membership file at the time of registration and will be contacted in an emergency.
- All participants must conduct themselves in such a manner that they do not disrupt the program or have a negative impact on other participants' enjoyment of activities and facilities.
- Use of tobacco, drugs, and alcohol is prohibited inside the Senior Center. Alcohol use during a rental will follow rental policy. The Senior Center building is tobacco free.
- Offensive language is prohibited at all times.
- Lewd, salacious, or unwanted physical contact is prohibited.
- Shouting, demeaning, aggressive, or threatening behavior or fighting is prohibited.
- Weapons are strictly prohibited anywhere on the Senior Center grounds.
- Soliciting and loitering is prohibited at all times.
- Thievery is prohibited.
- Destruction or misuse of Senior Center materials, equipment, or other property is prohibited.
- Good personal hygiene and proper attire are required at all times.
- Colerain Township reserves the right to deny admittance to anyone with a communicable disease, lice, and/or bed bugs.
- Respect for others and observance of good manners are expected at all times.
- Any operation questions and concerns should be discussed with the Colerain Township Events Coordinator.

Any member who violates the above code of conduct may be asked to leave and, subject to written notification and evaluation, may have their privileges suspended. In the event that an individual is to be suspended for more than one consecutive day, the Township Administrator will be notified in writing prior to said suspension and the member in question will have the right to appeal the decision to the Township Administrator. Law enforcement will also be contacted for any threat of violence or incident of assault, destruction of property, or any other action that threatens the safety and welfare of staff, volunteers, contractors, and/or other members of the Senior Center.

CONGREGATE MEALS PROGRAM

Colerain Township offers a congregate meal program to qualifying members of the Senior Center. This program is partially funded by the Council on Aging and members should call the Council on Aging at (513) 721-1025 to find out if they qualify. Congregate meals provide safe and nutritious meals in a group setting designed to sustain and improve participants' health and to reduce isolation by promoting socialization. Meals are served Monday through Friday at 12:00 p.m. and participants must call the Senior Center prior to 11 am of the day before to reserve a meal. Participants can also make a reservation in person at the Senior Center. Reservations and meals taken daily.

Participants are provided an opportunity to make a donation towards the Congregate meals program and they are free to determine how much they would like to contribute. Suggested donations are \$2.50 for anyone over 60 and \$4.00 for anyone 60 and below.

To assure the safe delivery of each congregate meal, Colerain Township will provide quality control by periodically evaluating the meals to assure compliance with all internal procedures. At least one meal will be subject to a quality control check each day by YMCA staff. Colerain Township also allows for the removal of food from the congregate nutrition program by the consumer after the consumer finishes eating only when it is food that will not spoil if not kept refrigerated, or if the food did not require heating to serve.

In addition, Colerain Township shall monitor all aspects of the congregate nutrition program and take action to improve services. This includes the YMCA monitoring of food packaging, food temperatures during storage, food preparation, holding food before and during the meal service, retention of food quality characteristics (e.g., flavor and texture), delivery of the food to the congregate nutrition site, and all applicable federal, state, and local regulations. Annually, the Township will evaluate and improve the effectiveness of the program's operations. Any and all consumer complaints will be resolved in a timely manner and will be considered as part of the annual evaluation.

TRANSPORTATION TO THE CENTER

Daily transportation to the Senior Center is available to Colerain Township residents who are 60 years of age or older. A Council on Aging grant helps to fund this program, and suggested donations of \$3 per trip are appreciated. Transportation is available on Monday - Friday from 8:30 am – 9:30 am and from 2:30 pm – 4:00 pm, excluding holidays/inclement weather.

Reservations for transportation services must be made by 11 am the day prior to requested service. The driver will be required to document the following information as part of the service:

- Consumer's name
- Service Date
- Pick-up location and time of the pick-up
- Drop-off location and time of the drop-off
- Number of Service units

The driver is to have a wireless communication device with them at all times. The driver is prohibited from using this device while the vehicle is in motion and the device should only be used in conjunction with official business.

5.5 COLERAIN TOWNSHIP GATE CLOSING POLICY

PURPOSE

Colerain Township parks close at dusk and open at dawn each day. Certain parks have gates that can be locked and will be locked according to this policy. If a park gate is locked, the park will be considered closed at that time.

GATE LOCKING PROCEDURES

In general, the times that a gated park entrance will be locked will change over the course of a year to reflect the changing times of dawn and dusk. The below schedule outlines when a park gate will be opened each morning and closed each evening throughout the year.

Month	Gate Opening	Gate Closing
November – February	7:30 AM	5:30 PM
March	7:30 AM	7:00 PM
April	7:30 AM	8:00 PM
May - August	7:30 AM	9:00 PM
September	7:30 AM	8:00 PM
October	7:30 AM	7:00 PM

The official locking and unlocking times are shown on a sign near the parks entrances. However, the exact time that the gate may be locked or unlocked may vary on a daily basis as the employee responsible for locking the park may be performing other duties. It is reasonable to expect that all gates will be opened or closed within sixty (60) minutes of the posted time.

Residents should never enter a park after the park's closing time, even if the gates are still open. Although the locking employee will attempt to ensure nobody is left in the park there is a risk that a resident may be accidentally locked in the park. If a resident does get locked in a park, then they should call the non-emergency Police Department number.

COLERAIN TOWNSHIP

POLICE DEPARTMENT POLICIES



6.1 COLERAIN TOWNSHIP LAW ENFORCEMENT AUTHORITY POLICY

PURPOSE

To provide sworn and civilian employees of the expected actions and attitudes therefore allowing the employees to act without hesitation in concert with the Police Department's values, mission, and goals.

POLICY

The police officers of the Colerain Police Department will act in accordance to policy, procedures, and the law in their service to the residents and visitors to Colerain Township. The officers will be bound by the agency values and mission in their service to the community.

6.2 COLERAIN TOWNSHIP BIASED BASED POLICING POLICY

PURPOSE

The Colerain Police Department will not permit the use of bias based profiling of the residents and visitors to the Township. Bias based profiling alienates citizens and fosters a distrust of law enforcement by the community and invites scrutiny of the Police Department.

POLICY

Members of the Colerain Police Department will not engage in bias based profiling when in contact with the residents or visitors to Colerain Township. Officers will focus on a person's conduct or other specific information that will lead the officer to believe he or she has reasonable suspicion that the person the officer is in contact with is, or is about to commit a crime or presenting a threat to the safety of themselves or others.



6.3 COLERAIN TOWNSHIP AUTHORIZED WEAPONS POLICY

PURPOSE

To comply with Ohio Revised Code 2901.01 A (11) - Law Enforcement Officer, Ohio Revised Code 2923.12 B - Carrying Concealed Weapon, and Ohio Revised Code 2923.15 - Using Weapons While Intoxicated.

POLICY

Each member of the Colerain Police Department is provided and instructed in the directives related to “Authorized Weapons”, “Discharging of Firearms”, and “Response to Aggressive Behavior” before being authorized to carry a lethal and/or less than lethal weapons for use in their duties as police officers. The Chief of Police must approve all firearms for off-duty use prior to an officer carrying that weapon.

6.4 COLERAIN TOWNSHIP DISCHARGING OF FIREARMS POLICY

PURPOSE

To comply with Ohio Revised Code Section 2901.01 and court case Tennessee vs. Garner, 471 US 1 (1985).

POLICY

The most serious act in which a police officer can engage in is the use of deadly force. The authority to carry and use firearms in the course of public service also carries with it the highest level of responsibility. Respect for human life requires that police officers exhaust all other reasonable means before resorting to the use of firearms and then only when an officer reasonably believes that such use of firearms is necessary to protect the officer or another from the risk of serious physical harm or loss of life.

In considering the use of firearms, understand that officers are responsible for their acts and that they may be required to justify their acts in a court of law. Officers are not required to retreat in lieu of the justifiable use of deadly physical force.

The safety of innocent persons is of paramount importance. Where there is substantial risk to the safety or life of an innocent citizen, the safety of the citizen should take precedence over the apprehension of the suspect.

Police officers may not use deadly force merely to prevent escape in misdemeanor cases. The use of deadly force to prevent escape of felony suspects is constitutionally unreasonable except where the escape presents an immediate risk of death or serious physical harm to another.

Where the suspect poses no immediate threat of death or serious physical harm to others as defined in Ohio Revised Code Section 2901.01(A)(5)(a-e), the harm resulting from failing to apprehend the suspect does not justify the use of deadly force to do so. If an officer uses unnecessary and/or excessive force, or acts wantonly and maliciously, the officer could be found guilty of assault, even homicide if the officer kills the person they are attempting to arrest.

At such time as a police officer perceives what they interpret to be a threat of loss of life or serious physical harm to themselves or others at the hands of another, they have the authority to display a firearm, with finger outside the trigger guard and have it ready for self-defense. The finger is only to be placed on the trigger when on target and ready to engage a threat.

1. Self-Defense: A police officer is authorized to use that force reasonably necessary to protect themselves or others from death or serious physical harm at the hands of another.
 - a. There must be an apprehension of real or immediate danger based on an overt and/or constructive act by another.

- b. Warning Shots: Officers are not permitted to fire warning shots.
- 2. Felonies: When all other reasonable means at the officer's disposal have failed, the use of firearms is authorized, only under the following circumstances, as a last resort to apprehend a fleeing felon:
 - a. The officer has probable cause to believe the suspect has committed or is committing a felony, and
 - b. The suspect will cause death or serious physical harm to the officer or another person if not immediately apprehended.
 - i. If possible, the officer will give a verbal warning before using the firearm.
 - ii. By itself, notification by the Hamilton County Communications Center resulting from a general information broadcast or computer query that a subject is wanted will not provide authority for the police officer to use a firearm.
- 3. All other felonies and misdemeanors: In all other felonies or misdemeanors, police personnel will not fire shots even if the perpetrator attempts or succeeds in their attempt to flee.
- 4. Juveniles: A police officer will not discharge a firearm at a person known to be or suspected of being a juvenile (person less than 18 years of age) except under circumstances which come within the provisions of the self-defense policy.
- 5. Shots fired at animals: An officer will use firearms on animals only as a last resort or for protection of themselves or others (other than humane kills). Often, firing a shot at an animal will create a more dangerous situation than the animal itself. If possible, use one of the following alternative solutions:
 - a. Call the Society for the Prevention of Cruelty to Animals (SPCA). This organization has equipment to handle most animals safely.
 - b. In some instances, Cincinnati Zoological Society personnel will respond upon request.
 - c. The use of chemical irritant is effective on many animals.

6.5 COLERAIN TOWNSHIP RESPONSE TO AGGRESSIVE BEHAVIOR POLICY

PURPOSE

To comply with Graham vs. Conner, 490 U.S. 386, 109 S. Ct. 1865 (1989) and court case Tennessee vs. Garner, 471 US 1 (1985).

DEFINITIONS

Force: The following situations require a Supervisor's Use of Force Investigation report: any strike, blow, kick, bite, stab, shot, tackle or slap with any object, including but not limited to any body part, OC spray, ASP, flashlight, firearm, knife, clipboard, environmental weapon (brick, rock) etc.

Restraining Force: That force used to prevent movement and achieve full physical control of the subject. Specifically, it is the use of one's body weight and physical strength to restrict mobility with full body control as the goal. Holding a subject to the ground while applying handcuffs is an example of restraining force. Injuries resulting from restraining force or controlled takedowns are considered a use of force and are reported as response to aggressive behavior on the proper report.

Deadly Force: Type or level of force that creates a significant risk of death. Preservation of life is of the highest value. Police officers have the authority to use deadly force in defense of themselves or others when faced with immediate threats of serious physical harm, or to protect the community from fleeing, dangerous criminals.

Non-Deadly Force: Any type or level of force that does not create significant risk of death. Non-deadly force is used to gain and maintain control of subjects.

Serious Physical Harm: As defined in Ohio Revised Code Section 2901.01(A)(5)(a-e).

Supervisor: All officers who are the rank of sergeant and above are deemed to be supervisors. In the absence of a supervisor working a tour of duty, the designated officer-in-charge or the senior officer on duty will act as the supervisor.

POLICY

When officers are justified in making a seizure, they are legally empowered to use whatever force is reasonably necessary to achieve their purpose. Employees may only use the force which is reasonable necessary to effect lawful objectives including: effecting a lawful arrest or overcoming resistance to a lawful arrest, preventing the escape of an offender, or protecting or defending others or themselves from physical harm.

The use of profanities towards another is generally prohibited unless the purpose is to “verbally stun” the subject in order to gain compliance. Should a subject not comply with lawful orders, the officer may utilize “verbal stunning” in an effort to avoid using force. This practice should be limited as it can present a negative image for the officer and the Police Department.

The preservation of human life is of the highest value in Colerain Township. Therefore, employees must have an objectively reasonable belief deadly force is necessary to protect life before the use of deadly force. Deadly force may be used only under the following circumstances:

1. To defend themselves from serious physical injury or death;
2. To defend another person from serious physical injury or death;
3. In accordance with U.S. and Ohio Supreme Court decisions, specifically, *Tennessee v. Garner* and *Graham v. Connor*.

The Supreme Court recognizes three distinct categories of seizures:

1. Arrest
 - a. The use of force is justified in order to make an arrest. Force may be used as reasonably necessary to achieve a legitimate law enforcement purpose.
 - i. Examples are, but not limited to:
 1. To compel compliance;
 2. To overcome resistance;
 3. To prevent escape;
 4. To subdue subject for purposes of arrest or to preempt a risk of injury to the officer(s), others or the subject being subdued or to achieve any other legitimate law enforcement purpose that mere presence and verbal commands fail to achieve.
 - b. An arrest is custodial and involving taking an individual into custody, placing the individual in handcuffs, searching the individual, and the area within the individual’s immediate control for evidence of any crime, weapons, or means of escape, transporting the individual to a law enforcement facility for processing for an appearance within the Court system.
 - c. The correct entry level of force is that level of force that the officer thinks will efficiently serve the purpose in a timely manner. If that level of force is unsuccessful in gaining control of a subject, the officer will continue to use force until successfully accomplishing the purpose, whether it is to affect an arrest, to prevent risk of injury to self or others, to prevent the subject from endangering themselves or others, to compel compliance or any other legitimate law enforcement purpose. As the purpose is achieved, the force should diminish or end.
2. Investigative Detentions
 - a. Intermediate detentions have been described by the United States Supreme Court as an intermediate response that provides officers a lawful alternative between either allowing a crime to occur or a criminal to escape, or making an illegal arrest without probable cause. The court, in *Terry v. Ohio* held that the Constitution grants law enforcement officers the authority to briefly detain a suspect, without probable cause, for the purpose of

investigating suspicious circumstances. While such a detention is not an “arrest,” it is a Fourth Amendment seizure and force may be used as necessary to accomplish it.

- b. Given “reasonable suspicion” that criminal activity maybe occurring, or has occurred, police officers can intervene to stop the criminal activity or attempt to ascertain what is taking place. The rationale is that the inquiry should take a relatively short period of time to either elevate the reasonable suspicion to probable cause or alleviate the need to continue the contact.

3. De minimus seizures

- a. If the offender resists, the officer may use such force as required under the circumstances to overcome the resistance, even to the extent of taking life, if that is necessary. They may not use deadly force merely to prevent escape in misdemeanor cases. The use of deadly force to prevent escape of felony suspects is constitutionally unreasonable except where the escape presents an immediate risk of death or serious physical harm to the officer or another. Where the suspect poses no immediate threat of death or serious physical harm to others, the harm resulting from failing to apprehend the suspect does not justify the use of deadly force to do so. If officers use unnecessary and excessive force, or act wantonly and maliciously, they may be subject to criminal prosecution.
- b. Officers will respond to resistance or aggressive behavior in accordance with the objective reasonableness standard as outlined in *Graham v. Connor*. The actions of the subject, the environment in which the subject is encountered, and the totality of the circumstances shall determine the degree of force necessary.
- c. Whenever employees use deadly force, force, restraining force with injury, or have knowledge of a use of force, they will immediately notify a supervisor. The supervisor will respond to the scene and investigate. The supervisor will submit a report to the Chief of Police before the end of his tour of duty. Whenever possible, the person investigating the use of force must be of equal or higher rank than the employee using the force.
- d. Officers will immediately ensure appropriate first aid is rendered once the incident scene is stabilized following any response to aggressive behavior resulting in a citizen being injured.
- e. Chokeholds/neck restraints are not authorized as a method of response to aggressive behavior or as a means of preventing evidence being swallowed. In the event that an officer has exhausted all available law enforcement methods of controlling a subject, AND the officer or another human life is in jeopardy of suffering serious physical harm or death, the officer may use whatever reasonable means necessary to stop the aggressive behavior of the subject.

6.6 COLERAIN TOWNSHIP SEARCH WARRANTS POLICY

PURPOSE

The life of all Ohio search warrants is 72 hours from the time of issuance by the judge. Included in the strict 72-hour time limit are Saturdays, Sundays, and legal holidays. The search warrant is good for only one search.

The U.S. Supreme Court ruled that it is a violation of the Fourth Amendment for police to bring members of the media or other third parties into a home during the execution of a warrant when the presence of the third parties in the home was not in aid of the execution of the warrant.

The Ohio First District Court of Appeals has ruled officers may no longer make warrantless entries into a wanted person's home for a misdemeanor, even if the officer has personal knowledge the offender is inside or following the fresh pursuit of misdemeanor offenders. A search warrant must be obtained prior to entry into the residence. The decision does not affect warrantless entries for wanted felons or following the fresh pursuit of felony suspects.

POLICY

Obtain supervisory review and approval of search warrants before contacting the court. For advice in drafting the search warrant, contact members of the Criminal Investigation Section. If requiring additional legal information, the Hamilton County Communications Center (HCCC) has a list of home phone numbers of on-call members of the Municipal Court Prosecutor's Office.

Unless specifically requested by the judge, do not take confidential informants to the judge's home when applying for a search warrant.

Affiant officers and their supervisors will direct and control others that aid in the service of search warrants. Final responsibility for proper service of search warrants remains with the affiant officer and supervisor in charge.

Officers will notify their immediate supervisor before aiding in the service of a search warrant obtained by another law enforcement agency. The supervisor will respond to ensure the search warrant meets department standards.

Officers will notify their immediate supervisor before allowing a third party into the home during the execution of a warrant and permission will only be granted if the third parties presence will aid in the execution of the warrant.

6.7 COLERAIN TOWNSHIP CONTRACTUAL AGREEMENTS POLICY

PURPOSE

To provide guidelines in the development of contractual law enforcement services provided by the police department and to ensure the rights of officers who participate in the position outlined in any contract is not infringed due to that performing in that capacity.

POLICY

The Colerain Police Department may enter into a contractual agreement with an outside agency for purposes of providing law enforcement services only with the expressed permission and consent of the Chief of Police and the approval of the Colerain Township Board of Trustees. This does not include extra duty assignments unless those assignments require the outside agency to cover the cost of benefits of the officer such as health care, retirement, Medicare, and Worker's Compensation expenses.

Anytime the police department enters into an agreement to provide law enforcement services, a written agreement shall be signed by both parties. The agreement shall include at least the following elements.

1. A statement of the specific services to be provided.
2. Specific language dealing with financial agreements between the Colerain Police Department and the entity receiving the services.
3. Specification of the records to be maintained concerning the performance of services by the Colerain Police Department.
4. Language dealing with the duration, modification, and termination of the contract.
5. Specific language dealing with legal contingencies.
6. Stipulation that the provider agency maintains control over its personnel.
7. Specific arrangements for the use of equipment and facilities.
8. A procedure for review and revision, if needed, of the agreement.

The employment rights, promotional opportunities, training opportunities, and fringe benefits of an employee assigned to a position created under a contractual agreement shall not be limited based on the employee's participation in the contractual agreement.



6.8 COLERAIN TOWNSHIP DIRECTION POLICY

PURPOSE

The purpose of this policy is to provide an official guide outlining the way to address many of the routine functions and operation of the Colerain Police Department.

POLICY

This Colerain Police Department Procedure Manual, as well as other Police Department procedures, rules, regulations, policies and directives, are used to maintain compliance for accreditation by CALEA (Commission on Accreditation for Law Enforcement Agencies, INC.).

The nature of police service is such that it is impossible to develop a procedure, plan, or other binding directive for every situation that might arise. Therefore, the Chief of Police along with all members of the Police Department supervisory staff have the duty of thoroughly reviewing the activities of subordinates, as they assume the ultimate responsibility for defects and shortcomings in law enforcement.

6.9 COLERAIN TOWNSHIP CRIME ANALYSIS POLICY

PURPOSE

Crime analysis represents a system utilizing regularly collected information on reported crimes and criminals to prevent and suppress crime and apprehend criminals. The information gathered will be used to support management and operations. Line officers can benefit from the information in the development of daily operational and tactical plans, while management can utilize the data for strategic planning, resource allocation, and other associated areas.

POLICY

The Chief of Police will issue monthly reports on crime and calls for service.

The gathering of criminal intelligence is done primarily to collect, process and disseminate information related to specific crimes and criminal activities.

Members of the Police Department will collect intelligence information for the furtherance of law enforcement efforts. Intelligence gathering for political and/or other purposes unrelated to crime will not be permitted.

6.10 COLERAIN TOWNSHIP RESERVE OFFICERS AND AUXILIARY STAFF POLICY

PURPOSE AND POLICY

The purpose of this policy is to provide guidelines and direction for the selection, training, and assignment of Reserve Police Officers and Auxiliary staff members of the Colerain Police Department.

The Colerain Police Department recognizes the importance of carefully selected and properly trained employees/volunteers to assist in the completion of the mission under normal and emergency conditions. The reserve officer staff can assist in the carrying out of the Department's statutory and constitutional responsibilities. The reserve police officer duties include, but are not limited to, general duties of a police officer, the service of warrants and investigation and proper reporting of crimes and traffic crashes.

The auxiliary/volunteer members' duties include assisting with clerical functions and other duties as detailed in the Colerain Police "clerk" job description. Auxiliary officers are not sworn officers.

The Chief of Police and the Board of Trustees are the appointing authority of sworn reserve officers and may rescind that appointment or limit the extent of that appointment with or without cause.

Auxiliary members are appointed by the Chief of Police and may be dismissed from assisting or participating in Police Department functions at any time at the discretion of the Chief of Police.

DEFINITIONS

1. Reserve Police Officer: A State of Ohio Peace Officer Training Academy (OPOTA) certified individual who has met all selection criteria and has received an appointment as a "sworn" police officer from the Colerain Township Board of Trustees and the Chief of Police. The Reserve Police Officer possesses all of the statutory powers of arrest and enforcement as any police officer in the State of Ohio. The Reserve Police Officer receives no compensation.
2. Auxiliary: An individual who volunteers to assist the Colerain Police Department in special events or circumstances as directed by the Chief of Police. An auxiliary member is not an appointed or sworn position and auxiliary officers have no enforcement authority beyond that of any ordinary citizen and is accountable for all orders, directives and requirements issued by the Chief of Police or supervisory staff. Both reserve and auxiliary members are considered "employees" of the Colerain Police Department for the purposes of accountability and responsibility only. The members are required to support the mission and values of the Department. Reserve officers will be evaluated based on the same requirements as all other Colerain Police Department employees, as a rule, auxiliary staff will not receive evaluations.

6.11 COLERAIN TOWNSHIP LINE OF DUTY DEATH POLICY

PURPOSE

The purpose of this policy is to provide direction for the Colerain Police Department to provide appropriate emotional care for the seriously injured, ill, or deceased employee's family. If the incident is the line-of-duty death of a police officer, funeral arrangements are to be decided by the family of the officer with their wishes taking precedence over those of the agency. Although this policy is intended to address the line-of-duty death or injury of police officers, many provisions, may be applicable to any agency employee regardless of whether or not the death is duty related.

POLICY

It shall be the responsibility of the Colerain Police Department to provide liaison assistance to the primary family of an officer who dies in the line-of-duty or who is hospitalized for an indefinite period of time or requires repeated and/or intermittent hospitalization because of a line-of-duty injury or systemic illness. This assistance shall include, but is not limited to, the clarification and comprehensive study of survivor benefits and emotional support during this traumatic period for the surviving family. It is the responsibility of the subject officer's supervisor to notify the Chief of Police of the incident as soon as possible. Immediately upon notification of the incident, the Chief of Police shall appoint an Officer in Charge (OIC), typically the officer's division commander, to coordinate all departmental functions regarding the incident.



6.12 COLERAIN TOWNSHIP OFF DUTY DETAILS POLICY

POLICY

The Department prohibits off-duty detail employment that presents a potential conflict of interest, or reflects an abuse of official position that could give rise to illegal or unethical practices.

Personnel are expected to perform all lawful and reasonable duties and tasks related to their detail assignment. Any disputed duties or tasks must be brought to the attention of a supervisor as soon as practical for resolution. Substantiated complaints of unsatisfactory performance may result in disciplinary action and/or off-duty detail suspension as deemed necessary by the Chief of Police.

6.13 COLERAIN TOWNSHIP POLICE OUTSIDE EMPLOYMENT POLICY

PURPOSE

To supplement the existing Township outside employment policy with Police specific guidance.

DEFINITIONS

1. Outside Employment: Any employment, whether or not in exchange for a fee or other service. Outside employment does not include military duty or volunteer charity work unless the volunteer charity work is an extension of police services.
2. Extension of Police Service Outside Employment: The off-duty use of enforcement powers as provided to Police Department employees by Colerain Township. In the case of extension of police service employment, the employer hires not the individual, but the uniform, badge, gun, and authority of the employee. This activity must remain closely regulated. The same rules, regulations, policies, procedures, and directives applicable to employees in an on-duty status apply to employees while engaged off-duty in the extension of police service.
3. Non-police Related Outside Employment: Any employment not requiring the use of law enforcement powers or equipment by an off-duty employee.

POLICY

The Department prohibits employment that presents a potential conflict of interest, or reflects an abuse of official position that could give rise to illegal or unethical practices.

If an employee desires to perform police-related services for a charitable or religious institution, permission must still be obtained and payment for services provided must be tendered, based on the hourly amount currently in effect. If the employee wishes to donate the earned proceeds back to the charitable or religious organization, that is solely the decision of the affected employee. Employees desiring to follow this course of action must consider the tax consequences involved.

Personnel are expected to perform all lawful and reasonable duties and tasks related to their detail assignment. Any disputed duties or tasks must be brought to the attention of a supervisor as soon as practical for resolution. Substantiated complaints of unsatisfactory performance may result in disciplinary action and/or off-duty detail suspension as deemed necessary by the Chief of Police.

Employees may not:

1. Work an outside employment as an extension of police services where they handle currency or deposit bags. Employees are limited to escorting a responsible business employee.
2. Investigate or collect accounts, including repossession of automobiles and collection of debts.
3. Work for or own their own business involving pre-employment investigations for private industry.
4. Engage in any type of work related to bail bonding.
5. Work as a chauffeur for a limousine company.
6. Assist in any manner, the case preparation for the defense in any criminal action or proceeding.
7. Have, work at, or have an interest in, a liquor permit premise where the primary business is selling alcoholic beverages by the glass.
 - a. Exceptions are church festivals and American Legion functions where the sole reason for employment is security.
8. Engage in any outside employment not approved by the Chief of Police.

6.14 COLERAIN TOWNSHIP FIELD TRAINING POLICY

PURPOSE

The purpose of this policy is to provide for a formal and uniform on-the-job training period; provide experience, guidance, and supervision so the probationary police officer (PPO) may develop a high standard of judgment, conduct, appearance, job skills, and interpersonal relationship skills; aid in the evaluation of probationary personnel; and serve as an aid in evaluating the Department's training program.

POLICY

All newly hired police officer's must obtain Ohio Peace Officer certification prior to beginning the Field Training Officer (FTO) Program. All officers must successfully complete the FTO program prior to assignment to solo patrol.

6.15 COLERAIN TOWNSHIP EVALUATION PERFORMANCE TRACKING POLICY

PURPOSE

The purpose of this policy is to provide a method for documentation of positive employee work performance, training, and corrective action to assist with the development and evaluation of personnel.

POLICY

An Evaluation Performance Tracking (EPT) system will be maintained for all employees. EPT's will be maintained through a secure online tracking system.

Supervisors and employees may utilize the EPT tracking system to document positive actions on behalf of any employee. Any employee may add negative information, but Supervisors must review and approve all entries before they become part of an employee's file. Only Supervisors may enter information concerning plans of action to enhance performance and supporting documentation related to employee evaluation.

Supervisors are expected to enter information on each employee as often as possible, especially positive comments on work performance. Each supervisor will be reviewed on their level of activity on the system and this will be documented on their quarterly and yearly evaluations.

PERFORMANCE IMPROVEMENT

It is policy to use Performance Improvement Planning as a means for correcting employee conduct, behavior, or productivity problems when disciplinary action is deemed not appropriate.

1. Restrictions for Use: All of the following four restrictions must apply to use this procedure; otherwise, the policy governing use of the Just-Cause Discipline Procedure applies.
 - a. The nature of the infraction cannot be an act of employee gross misconduct;
 - b. There is good reason to believe, based on factfinding, that the cause of the infraction was not due to an act of direct or constructive insubordination;
 - c. The employee has an employment history free of serious or frequent disciplinary actions, chronic and/or disruptive behavioral problems
 - d. The employee is willing to make a formal commitment to improving future performance, cooperates in the development of a written improvement plan, and is willing to accept the consequences for failing to improve (e.g., retraining, reassignment of duties, transfer, discipline or termination)

2. The employee shall be told that failing to fully cooperate in an improvement plan will affect the Penalty Assessment phase of the Just-Cause Discipline Procedure, should disciplinary action be taken.
 - a. Failing to discipline would set an undesirable precedence, or subject the Police Department to an unreasonable risk for vicarious liability.

6.16 COLERAIN TOWNSHIP IMPOUND LOT CONTROL POLICY

PURPOSE

The purpose of this policy is to provide a system of vehicle management and storage for custodial or evidentiary vehicles coming under the responsibility and control of the Colerain Police Department. Guidelines will be established for the system required, the encompassing of accountability, security, handling, disposition and disposal, and integrity relative to such vehicles.

POLICY

All property considered being evidence or recovered by members of the Colerain Police Department will adhere to the standards set forth by the Colerain Police Department. It is the policy of this Department that all evidence and property recovered, confiscated, seized, found, or turned into this agency, will be properly packaged, handled, processed, recorded, and stored in a safe and secure manner. All procedures utilized in said management of custodial or evidentiary controlled property will be established and adhered to with the purpose of assuring the accountability, security, and integrity of such system, and shall be in compliance with all applicable statutes and/or court issued orders.

6.17 COLERAIN TOWNSHIP PROPERTY ROOM POLICY

PURPOSE

The purpose of this policy is to provide a system of property management for custodial or evidentiary properties coming under the responsibility and control of the Colerain Police Department. Guidelines will be established for the system required, the encompassing of accountability, security, handling, disposition and disposal, and integrity relative to such properties.

POLICY

All property considered being evidence or recovered by members of the Colerain Police Department will adhere to the standards set forth by the Colerain Police Department. It is the policy of this Department that all evidence and property recovered, confiscated, seized, found, or turned into this agency, will be properly packaged, handled, processed, recorded, and stored in a safe and secure manner. All procedures utilized in said management of custodial or evidentiary controlled property will be established and adhered to with the purpose of assuring the accountability, security, and integrity of such system, and shall be in compliance with all applicable statutes and/or court issued orders.

6.18 COLERAIN TOWNSHIP EMERGENCY OPERATION OF VEHICLE POLICY

PURPOSE

To comply with ORC 2921.331, 4511.01(d), 4511.03, 4511.24, 4511.45, and 4513.21.

POLICY

In the emergency operation of police vehicles, Officers must weigh the seriousness of the situation (injury, offense, etc.) against the hazards to the health and welfare of other citizens generated by high speeds or maneuvers, such as roadblocks. Officers must always consider external factors that may have a bearing on the emergency operation of police vehicles. This includes the time of day, road and traffic conditions, weather, speeds involved, nature of the incident, and the condition of the police vehicle.

Officers must terminate their involvement in motor vehicle pursuits whenever the risks to their safety and others outweigh the consequences of the suspect's escape. In all instances where a police officer decides to operate a police vehicle in an emergency mode, that officer will be responsible for operating the vehicle in a safe manner. Officers involved in accidents or causing accidents due to negligence or unsafe operating conditions will be disciplined up to and including termination.

Officers are not exempt from civil suits even though they are responding as an emergency vehicle.



6.19 COLERAIN TOWNSHIP MILITARY AWOL ARRESTS POLICY

POLICY

No reward claims will be made by individual Colerain Police Officers for the apprehension of military absentees. Monies received as a result of reward claims will be sent to the Township Clerk who will deposit the money into the general fund.

6.20 COLERAIN TOWNSHIP DOMESTIC VIOLENCE POLICY

PURPOSE

The purpose of this policy is to comply with all appropriate state and federal laws regarding domestic violence.

DEFINITIONS

1. Fetus: Under the Domestic Violence Law a fetus is not a child. EXAMPLE: While investigating a Domestic Violence (DV) incident the woman advises that she is pregnant and the man who hit her is the father and no other facts constitute DV, charge with the appropriate assault charge.
2. Putative (supposed): EXAMPLE: While investigating a DV incident the women has a 2-week old baby and informs you that the man that assaulted her is the father of the baby. They do not or have not resided together. Charge with Assault and Domestic Violence. The DV is a valid charge under the Putative Rule. The Assault is placed in the event that blood test results indicate the Putative Father is not the father. The DV will be dropped because the blood tests eliminate relationship.
3. Child Custody: The mother of her child has SOLE CUSTODY if:
 - a. The couple is not married.
 - b. There is not a court order to the contrary.
 - c. The child was born on or after 1-1-1998.
 - i. If the child was born before 1-1-1998 both parents are deemed to have equal rights to the child. Officers shall use discretion, good faith, and consider the best interest of the child when confronted with this situation.
4. Mandatory Arrest: Mandatory Arrest is an immediate arrest based on probable cause the offense of domestic violence occurred, and supported by some evidence indicating the suspect committed the offense.
5. Probable Cause: Probable cause exists when facts and circumstances within the officer's knowledge and of which he has reasonably trustworthy information are sufficient to warrant a person of reasonable caution to believe the offense has been or is being committed, and the accused is or has committed the offense. Completion of the Victim's Statement section of the Victim Assistance/Citizen Referral by the victim is probable cause according to Ohio Revised Code (ORC) 2935.03(B).

POLICY

Domestic violence is a violent crime. The involvement of family members does not lessen the use of arrest and prosecution as an effective deterrent.

The Department policy regarding domestic violence is mandatory arrest of the offender when probable cause exists. The formal arrest/court process is the most appropriate method of resolution.

Officers should charge all appropriate cases with domestic violence, felonious assault, or aggravated assault in incidents arising out of a domestic violence offense, and make a mandatory arrest. If a felonious assault or aggravated assault is committed in a domestic violence offense, charge the suspect with the appropriate felony charge. Do not, in addition, charge the suspect with a misdemeanor domestic violence.

6.21 COLERAIN TOWNSHIP

MOBILE AUDIO VIDEO RECORDING EQUIPMENT POLICY

PURPOSE

To establish Department policy regarding the use of mobile video/audio recorders in Department vehicles and worn by police employees; to establish Department policy regarding the storage, release, and retention of mobile video recordings; to allow for review between officers and citizens during a recorded contact for evaluation and investigative purposes; and to protect officers from unfounded complaints.

POLICY

Utilizing the Mobile Audio Video (MAV) equipment will facilitate the Department's objectives to: collect evidence for criminal prosecution, provide an administrative inspection function, and assist in training officers to improve safety and tactics.

Video/audio recordings are the property of the Colerain Police Department and are not to be duplicated and/or used without authorization from the Chief of Police or his designee. Any requests for copies of the held MAV recordings will be forwarded to the Chief of Police.

Employees shall not utilize the MAV equipment until properly trained in its use and in accordance with Department standards. Officers who fail to use the MAV equipment as required, or who fail to report damage to the MAV equipment, are in violation of the Manual of Rules and Regulations. Any employee found to have altered a any recording from its original recorded content or to have removed or replaced it other than as authorized by this procedure will be subject to discipline and may be subject to criminal prosecution for Tampering with Evidence.

It is the policy of the Colerain Police Department to utilize Department issued body cameras to capture citizen/police contacts in order to protect police officers and the public, provide clear evidence of contacts and violations of law and ensure accountability of the Police Department to the community.

Officers must remember that their actions are being recorded and must conduct themselves professionally while adhering to all legal and procedural guidelines at all times and must realize that audio/video recording is to be used in addition to and never in lieu of their own observations and investigative skills, required reports and written documentation of an incident.

6.22 COLERAIN TOWNSHIP

AUTOMATED LICENSE PLATE RECOGNITION USE POLICY

PURPOSE

The purpose of this policy is to guide the use of the Automated License Plate Recognition (ALPR) technology. The ALPR consists of three fixed cameras mounted on the light bar of selected marked Police Department vehicles, a USB cable in the passenger compartment, a trunk mounted processor, and a program icon located on the Mobile Data Computer (MDC) touch screen.

POLICY

Only authorized personnel trained in the use of the ALPR are to operate the system or access any of the data stored within the system. Trained officers will have a password assigned upon completion of their training.

The three mounted cameras are not adjustable; no attempts to move or reposition the cameras or the trunk mounted processor are permitted. Police Department vehicles equipped with the ALPR system may not be taken through automated car washes. Vehicles equipped with the ALPR system may not be used to either give or receive jump starts. Should the vehicle battery fail, it must be recharged; a charger is available at the Police Department.

Any notifications from the ALPR including stolen vehicles, open capias' or wanted persons must be confirmed through the MDC, Hamilton County Communications, Colerain Police Department, Hamilton County Clerk's Office, Central Warrants or entering law enforcement agency outside the Hamilton County area before enforcement action is taken.

The system is intended to be used to assist officers in the field by scanning license plates and alerting them to wanted subjects or vehicles.

6.23 COLERAIN TOWNSHIP MISSING PERSONS POLICY

DEFINITIONS

The Hamilton County Mental Health Board (HCMHB) defines categories of risk for patients in care facilities as follows:

1. Category I - High Risk - The individual has exhibited specific evidence of dangerousness such as a suicide plan, has made a threat against a specific person, etc. There is clear evidence of dangerousness, e.g., observed indiscriminate assaultive behavior or a complete inability to care for self. The person is a minor or a legal hold. All Category I missing persons are critical missing persons.
2. Category II - Moderate Risk - The evidence of dangerousness is inconclusive. History may indicate a potential for aggression if provoked. May have a history of Absent Without Leave (AWOL) with no violent episodes.
3. Category III - No evidence the patient is dangerous to self or others and can care for self. Frequent AWOL abuser, self-return is anticipated.

POLICY

Whenever department personnel become aware that a person is being reported as missing, that information will immediately be acted upon. This includes forwarding the information to the Hamilton County Communications Center to have a field unit respond for a report. In the event a person walks into the station to make a missing person report, that information will be acted upon without hesitation.

All employees will be diligent in their efforts to bring a successful resolution to any incident of a person being reported as missing. This includes call takers, first responders, supervisors, and investigators.

If there is any doubt about the need to make a missing person report, make the report.

6.24 COLERAIN TOWNSHIP FIELD INTERVIEW REPORTS POLICY

PURPOSE

There are three levels of police/citizen contact.

The first level is a consensual encounter. A police officer may approach any person in a public place and request to talk to them. So long as the person is free to leave whenever they want, no Fourth Amendment seizure has occurred and no reasonable suspicion or probable cause is required.

The next level is the "Terry" type encounter. Here the officer has reasonable suspicion to believe the citizen is committing or has committed a crime. Based on this reasonable suspicion, the officer may forcibly stop and detain the citizen for a brief investigatory period. Once the reasonable suspicion is determined to be unfounded, the citizen must be released.

The third level of police/citizen contact is the arrest. The arrest occurs when the citizen is no longer free to leave and the officer has the intent to arrest. The arrest must be supported by probable cause to believe the citizen is committing or has committed a criminal offense.

Information or descriptions resulting from anonymous tips is not sufficient probable cause to stop and search individuals. Officers must carefully develop reasonable suspicion in cases involving anonymous tips. Officer's observations while on the scene, securing more complete information from the anonymous caller and other circumstances that would tend to support the information received are all ways that officers can use to articulate reasonable suspicion allowing a Terry Stop.

Field Interrogation Reports (FIR) are generally completed during the first and second levels of police/citizen contacts. Officers must remember citizens cannot be forced to provide the information required to complete the FIR card. Failure to answer the questions asked by the officer or to properly identify oneself cannot provide the justification for detaining a person past the period necessary to complete the brief "Terry" type investigation.

Every "Terry" type stop does not automatically authorize a frisk. If a frisk is conducted, the officer must be able to articulate specific facts that led them to believe the individual could be armed and dangerous.

POLICY

The Colerain Police Department does not condone or promote the use of any illegal profiling system in its enforcement program. Criminal elements exist in every segment of our society. An officer whose enforcement stops are based on race or ethnicity is engaged in a practice, which undermines legitimate law enforcement, and may face claims in Federal courts of civil rights violations. To focus on a single segment of society is to limit enforcement efforts.

Awareness is the key to success in criminal interdiction. Observations must be evaluated in the aggregate, not isolation. An officer must use all senses while avoiding the development of tunnel vision. An important factor to remember when conducting an enforcement stop is to take the time to do it right. Do not rush through the stop or an important indicator of illegal activity may be missed.

6.25 COLERAIN TOWNSHIP CIVILIAN OBSERVERS POLICY

PURPOSE

The purpose of this policy is to develop an open relationship of integrity and trust with the citizens of the community by providing individuals an opportunity to observe the daily patrol operations of the Police Department.

POLICY

Civilian participation in Police Department programs is subject to certain provisions.

Civilian Police Department employees may ride at any time without prior scheduling provided space is available.

All others must have written permission from either the Chief of Police or any supervisor.

Civilians will not become actively involved in police incidents while accompanying a police officer. Their activity should be restricted to that of an observer.



6.26 COLERAIN TOWNSHIP IDENTITY THEFT POLICY

POLICY

Crime involving the theft and/or the illegal use of another's identity is one of the fastest growing economic crimes in the United States. Due to the nature of the crime, in many circumstances it is very hard to locate and prosecute suspect(s) since they are not limited geographically. When an identity crime is reported to the Colerain Police Department the agency will assist the victim by providing information that will help protect against further victimization.

6.27 COLERAIN TOWNSHIP CRIMINAL INVESTIGATION POLICY

POLICY

Colerain Police personnel conducting criminal investigations will strive to utilize all applicable and established methods and techniques in their efforts to obtain information and evidence sufficient to result in the disposition of criminal offense complaints and the arrest and conviction of criminal offenders where identified.

Criminal investigations will be fairly and impartially investigated, and conducted in the most discreet manner possible being mindful of the dangers of reputation damage to any person under investigation.

6.28 COLERAIN TOWNSHIP HATE CRIMES POLICY

PURPOSE

The purpose of this policy is to demonstrate the commitment Colerain Township has in valuing human life and dignity by taking a proactive role in promoting peace and harmony within the community and ensuring that the rights of all individuals are protected, and to comply with the Ohio Revised Code, and State Sentencing guidelines.

DEFINITION

A Hate Crime is a committed, threatened, or attempted criminal act by any person(s) against a person or property of another individual or group that may in any way constitute an expression of racial, religious, ethnic/national origin, sexual orientation, or other forms of bias. Motivated by prejudices, hate crimes may include but are not limited to: threatening communications, physical assaults, vandalism, cross burnings, destruction of religious symbols, and firebombing.

POLICY

Single criminal acts such as aggravated menacing, menacing, criminal damaging, criminal mischief, or telecommunications harassment may initially appear as less serious when viewed in the larger context of all crime. However, what might begin as a minor offense may escalate into a more serious crime, particularly if the crime was motivated by bias. Such criminal acts may generate fear and concern among victims and the broader public, and have the potential to escalate, possibly causing counter-violence. Therefore, if an incident appears to be one of racial, religious, ethnic/national origin, sexual orientation, or other forms of bias, it should be investigated as such.

Verification can be made during the investigation. Reports should be reviewed for patterns of incidents occurring at either the same location or directed at a particular individual or group. The motivation behind the act determines whether an incident is bias related. Listed below are several reminders to consider in determining if probable cause exists to believe that an incident was motivated entirely or in part by animosity toward the victim because of his/her race, religion, ethnic/national origin or sexual orientation:

1. Were words, symbols, or acts that are or may be offensive to an identifiable group used by the perpetrator or are they present as evidence?
2. Are the victim and the suspected perpetrator members of different racial, religious or ethnic groups?
3. Does a meaningful portion of the community perceive and respond to the situation as a bias-related incident?

4. Is there an ongoing neighborhood problem that may have initiated or contributed to the act (e.g., could the act be retribution or some conflict between neighbors or with area juveniles)?
5. Does the perpetrator have a true understanding of the impact of the crime/incident on the victim or other group members? Are the perpetrators juveniles?
6. Does the crime/incident indicate possible involvement by an organized hate group?

All Hate Crimes will be treated seriously and the investigations of these crimes will be given priority. The proper investigation of racial, religious, ethnic/national origin, sexual orientation, or other bias crime incidents, is the responsibility of all Colerain Police Officers. The Department will use every necessary resource to rapidly and decisively identify the perpetrators, arrest them and bring them before the court.

The actions taken by the Police Department in dealing with incidents of racial, religious, ethnic/national origin, sexual orientation, or other acts of bias, are visible signs of its concern and commitment to the community. Special emphasis will be placed on victim assistance and community cooperation in order to reduce victim/community trauma or fear.

Officers must demonstrate sensitivity toward the feelings, needs and concerns that may be present in the community as a result of incidents of this nature.

6.29 COLERAIN TOWNSHIP DEATH FROM POLICE ACTION POLICY

PURPOSE

The Hamilton County Coroner's Office aids local police agencies in their investigation of deceased persons that are a result of police action. However, notification of the next of kin is the responsibility of the agency investigating the death, not the Coroner's Office.

POLICY

When life threatening injury or death results from police intervention or action, the Chief of Police or designated supervisor will make personal contact and notification with that person's immediate family. The notification shall include the offer of the use of all available support resources, e.g., Police Clergy, etc.

The squad supervisor is responsible for notification of the next of kin for all other incidents.

Police personnel will make death notifications in person whenever possible. Officers should deliver the notification with tact and sensitivity. Before arrival, officers should learn as much as possible about the next of kin. Extra precautions in the notification may be necessary if the next of kin is elderly or of fragile physical or mental health.

6.30 COLERAIN TOWNSHIP CRIMINAL PURSUIT FUND POLICY

PURPOSE

The Criminal Pursuit Fund exists to help officers make necessary purchases in the pursuit of criminal activity, typically related to drug activity.

POLICY

Only the Chief of Police or his designee may approve criminal pursuit fund disbursements. The Chief of Police is responsible for the security, accountability, disbursement, and use of criminal pursuit funds.

Department personnel will not use criminal pursuit funds for office supplies and other routine expenditures. Department personnel may use criminal pursuit funds to:

1. Make the necessary expenditures to maintain anonymity of officers involved in covert operations.
2. Facilitate criminal investigations in other jurisdictions.
3. Purchase information, contraband, articles, or other items, which will aid in criminal investigations.
4. Make necessary Quick Response Team expenditures to purchase birth certificates, social security cards, identification cards and any other item reasonably needed to facilitate the Quick Response Team Mission.

6.31 COLERAIN TOWNSHIP EVENT DECONFLICTION POLICY

PURPOSE

The purpose of this order is to ensure the appropriate use of an event deconfliction system. Event deconfliction, along with the sharing of event and investigative information with other law enforcement agencies, and proper case initiation procedures enhance officer safety and the efficiency of criminal investigations. The following policy will be used when executing a planned operation or conducting a high-risk criminal investigation.

POLICY

It shall be the policy of this agency to participate in event deconfliction in an attempt to avoid dangerous confrontations and / or unintentional consequences for law enforcement personnel by entering qualifying events into the Ohio High Intensity Drug Trafficking Area (HIDTA) SAFETNet system.

Event Deconfliction – is the process of determining when law enforcement personnel are conducting an event in close proximity to one another at the same time. By notifying a central location of a planned event prior to its execution, officers will not unknowingly target or conflict with another law enforcement operation or investigation.

Events include law enforcement actions, such as but not limited to undercover operations, surveillance and executing search warrants. When certain elements (e.g., time date, location) are matched between two or more events, a conflict results. Immediate notification is made to the affected agencies or personnel regarding the identified conflict.

6.32 COLERAIN TOWNSHIP TASER POLICY

PURPOSE

The purpose of this policy is to provide general guidance on the use of TASERs.

POLICY

The Taser is an electronic control device that is an alternative tool used to assist officers in the performance of their duties. The Taser is designed for self-defense or to temporarily immobilize a subject who is actively resisting arrest.

The Taser may be utilized in situations where time and conditions permit. It can be an extremely effective control device for close range incapacitation.

6.33 COLERAIN TOWNSHIP TRAFFIC ENFORCEMENT POLICY

PURPOSE

The purpose of traffic enforcement is to gain voluntary compliance of the traffic laws by the community. The goal of the Police Department's traffic enforcement efforts includes the reduction of violations through preventive and active enforcement, education and engineering.

POLICY

The Department aims to afford the public a fair measure of enforcement consistent with the objectives of efficient traffic regulation, accident investigation, and relieving traffic congestion.

In addition, the intent of traffic enforcement is to employ discretion as directed in borderline cases when there is a reasonable possibility of human error in judgment on the part of either the police officer or the public, there is a logical possibility of malfunction of mechanical equipment without knowledge or intent on the part of the driver, or the content of the particular law, which was violated, is not common knowledge.

6.34 COLERAIN TOWNSHIP EMERGENCY OPERATIONS POLICY

PURPOSE

The purpose of this policy is to provide a guide for Department personnel in response to critical incidents:

1. Natural Disasters (tornadoes, floods, blizzards, etc.);
2. Transportation Accidents (airplane crash, train derailment/collision, motor vehicle accident, boating accidents, etc.);
3. Criminal Activities (terrorist activities, bombings, explosions, barricaded gunman, hostage taking incident, high risk search warrant execution, civil unrest, etc.);
4. Fires/Hazardous Materials (hazardous chemical spills or explosions, industrial fires/accidents, high rise and multiple dwelling fires, nuclear, biological, chemical (NBC) response, etc.).

POLICY

The Colerain Police Department shall follow the Colerain Township's Emergency Operations Plan (EOP) during a critical incident. The EOP will be accessible to all command personnel and update according to the provisions set forth in the EOP. It is the operating philosophy of the Colerain Police Department to work in cooperation with other emergency management personnel to bring about the resolution to the critical incident and to utilize the Incident Command System as outlined in the National Incident Management System. The Chief of Police or his designee shall be responsible for planning this agency's response to unusual occurrences and critical incidents, and for the coordination and administration of applicable disaster / emergency plans.

A critical incident is an extraordinary event that places lives and property in danger, requiring the commitment and/or coordination of numerous resources to bring about a successful resolution.

Three levels of incidents:

1. Level I - Potential Emergency Condition – An incident which can be controlled by the first response agencies and does not require evacuation other than the involved structure or onsite outdoor area. The incident is confined to a small area and does not pose an immediate threat to life or property (assumed, usually not declared).
2. Level II – Limited Emergency Condition – An incident involving a greater hazard or larger area which poses a potential threat to life or property and which may require a limited evacuation of the surrounding area.
3. Level III – Full Emergency Condition – An incident involving a severe hazard or large area which poses an extreme threat to life and property, and depending on the type of incident, will probably

require a large-scale evacuation; or any incident requiring the expertise and/or resources of county, state, federal, or private agencies and organizations.

There are four critical incident phases:

1. Crisis Response Phase (Goal is to limit the growth of the incident and ensure citizen/officer safety by stabilizing the scene.)
2. Scene Management Phase (Goal is to implement a proactive management effort to gain control of the scene and effectively manage resources.)
3. Executive Management Phase (Goal is “incident resolution” through establishing a decision making team, Incident Command System, to bring about a safe and successful conclusion to the incident.)
4. Termination Phase (Goal is smooth transition back to normal operations once the incident is “resolved and order restored”.)

6.35 COLERAIN TOWNSHIP HAZARDOUS MATERIALS POLICY

PURPOSE

This purpose of this policy is to guide Department personnel in the event of hazardous material incidents and nuclear, biological, chemical agent incidents and to provide for the integration of emergency medical services personnel, Fire Department personnel, Local, State and Federal agencies with Department personnel.

POLICY

Incidents involving hazardous material incidents and threats to disseminate biological agents have occurred throughout the United States. The first priority at the scene of a hazardous material or biological threat incident is to prevent/limit exposure to the public and to officers.

Many bacteria, fungi, viruses, rickettsial agents and toxins are possible biological warfare agents. Despite the very different characteristics of these organisms, viruses and toxins, biological agents used as weapons share some common characteristics. They can be dispersed in aerosols of particle size one to five micrometers (microns), which may remain suspended (in certain weather conditions) for hours and if inhaled will penetrate deep into the lungs of victims. Particles larger than five microns tend to be filtered out in the upper airway. The aerosols may be delivered by simple technology, including industrial sprayers with nozzles modified to generate the smaller particle size. Other possible routes of exposure for biological agents include oral, by intentional contamination of food and water, and percutaneous (skin contact). In general, these other routes of exposure are considered less important than the respiratory route. Diseases produced by the offensive use of biological agents could be lethal and/or disabling.

Hazardous Materials incidents encompass a wide variety of potential situations including fires, spills, transportation accidents, explosions and similar events. Hazards involved may include toxicity, flammability, radiological hazards, corrosives, explosives, health hazards, chemical reactions and combinations of factors.

Fire Department personnel have the primary role and authority in all HAZMAT and Nuclear, Biological and Chemical (NBC) incidents. Upon arrival, Fire Department personnel will establish operational zones (red, yellow and green) and determine the need for outside agency involvement other than law enforcement.

Operational zones during NBC Incidents are defined as follows:

1. Green zone:
 - a. Indicates areas of the community not contaminated by NBC materials.

- b. Normal activities will continue within this zone, although operations may be modified as the situation escalates and various criteria are implemented.

2. Yellow zone:

- a. Indicates area immediately surrounding contaminated area and deemed likely to become contaminated.
- b. Police Department personnel will not enter this zone until cleared by a Fire Department monitoring team.
- c. Closely monitor personnel safety operations with caution being exercised during all activities.

3. Red zone:

- a. Indicates areas where NBC contamination is known to be occurring.
- b. Police Department personnel will not enter this zone until cleared by a Fire Department monitoring team.



6.36 COLERAIN TOWNSHIP HOMELAND SECURITY POLICY

PURPOSE

The purpose of this policy is to outline the Colerain Police Department's participation in the area of Homeland Security to include information sharing and education.

POLICY

The Colerain Police Department is a member of the Southern Ohio Joint Terrorism Task Force(SOJTTF), which has direct access to the FBI, Joint Terrorism Task Force, Department of Homeland Security, U.S. Attorney's Office and Emergency Management Agencies. Information relating to terrorism is received and transferred regularly.

All information related to terrorism that is received by a member of the Colerain Police Department shall be forwarded to the Support Services Commander by filling out an Intelligence Report. The Support Services Commander shall ensure that the information is forwarded to the proper authority.

The Colerain Police Department shall provide terrorism awareness information to the public. The information will mainly be provided through the Terrorism Awareness Program (TAP).

Each member of the police department shall receive awareness training for events involving hazardous materials.

6.37 COLERAIN TOWNSHIP CITIZEN COMPLAINT POLICY

PURPOSE

A citizen complaint is an allegation of any action or inaction by Department personnel that an individual considers contrary to law, proper procedure, good order, or in some manner prejudicial to the individual, the Police Department or to the community.

Complaints involving only the individual's contention of innocence of a charge placed by a police member are not citizen complaints requiring investigation. Such citizens should be advised to seek judicial redress through established court procedures.

POLICY

A Department employee seeing or having knowledge of a police action involving misconduct, will immediately initiate a citizen complaint on behalf of the alleging party.

Preferably police supervisors will accept citizen complaints. If a supervisor is unavailable, the receiving employee will follow this procedure and notify a supervisor as soon as possible.

Any member or supervisor involved in a situation resulting in an official complaint will not be present during any interview with the complainants or witnesses.

Any supervisor identified as a party to an official complaint will not act as the complaint investigator.

6.38 COLERAIN TOWNSHIP MEDIA RELATIONS POLICY

PURPOSE

The Colerain Police Department must have the support of the community to be successful. Establishing and maintaining an effective relationship with the news media is crucial to accomplishing this goal. This policy establishes guidelines regarding media relations and the release of information to the public through the news media.

POLICY

No employee shall release any information that would jeopardize an active investigation, prejudice an accused person's right to a fair trial, or violate the law. It shall be the policy of the department to cooperate with the news media and to maintain an atmosphere of open communication. A positive working relationship with the media is mutually beneficial. To accomplish this, information shall be released to the news media in an impartial, accurate and timely fashion. It shall be the responsibility of each employee to abide by this philosophy of cooperation.



6.39 COLERAIN TOWNSHIP VICTIM AND WITNESS ASSISTANCE POLICY

PURPOSE

The purpose of this policy is to ensure that victims/witnesses receive professional handling consistent with their important investigative and prosecutorial role.

POLICY

The Colerain Police Department will make every reasonable effort to assure that the personal rights of the victim or witness are protected by its actions. Members should be particularly sensitive to the special needs of the victims and families of crimes such as domestic violence, child abuse, sexual assault, and abuse of the elderly because of their effect on the delicate structure of the family unit and the community in general.

6.40 COLERAIN TOWNSHIP PRISONER TRANSPORTATION AND HANDLING POLICY

PURPOSE

The Colerain Police Department transports prisoners as part of the regular patrol activities. There are basic requirements to ensure the safety and security for prisoners, transporting officers, and the general public.

POLICY

Arresting officers will immediately transport to University Hospital any prisoner 18 years of age or older who is suspected of putting in their mouth, swallowing, or attempting to swallow evidence or contraband. Those under the age of 18 will be transported to Children's Hospital. In all such cases a supervisor will be notified.

Arresting officers must maintain control of prisoners until relieved by a supervisor, Hamilton County Sheriff Corrections officer, or other law enforcement agency. Immediately notify a supervisor when prisoners have visible or claimed injuries, or when any Hamilton County detention facility refuses admission.

Arresting officers are responsible for minor and adult dependents of physically arrested persons. Physically or mentally impaired adults are examples of adult dependents. Arrested persons can advise with whom they want their dependents placed.

1. Call the Hamilton County Department of Human Services when unable to place dependents with responsible adults. For minors, call 241-KIDS.
2. For dependents 18 and over, call 421-LIFE.

General principles of tort law impose a duty of care on the transporting officer to protect the prisoner from injury. Officers transporting prisoners will not become involved in any other activity unless there is a clear and grave risk to a third party and the risk to the prisoner is minimal. Officers should always be aware of intentional diversions that may be used to free a prisoner.

6.41 COLERAIN TOWNSHIP DECEASED PERSON POLICY

PURPOSE

The purpose of this policy is to provide for the proper and efficient investigation of persons found dead, to ease the handling, to ease the information transfer between the Police Department and the Hamilton County Coroner's Office and processing of deceased persons and their personal effects, and to ensure proper handling of evidence in cases involving deceased persons.

POLICY

Officers should always determine if the person is actually dead. It is better to make the mistake of sending someone to the hospital that is already dead than for a person to die as a result of a wrong assumption of death.

Colerain Police personnel will use all available means to safeguard the dignity of the deceased person by either covering the body, or blocking it from public view. Under no circumstances is a deceased person to remain in public view without authorization of a commander or the Chief of Police.

The Hamilton County Coroner's Office will be responsible for the transportation of all body removals except decomposed bodies and identified but unclaimed bodies. Decomposed bodies will continue to be transported by a prisoner detail. Department personnel will contact the Hamilton County Coroner's Office to request removal of decomposed bodies.

Police personnel will retain responsibility for the investigation and required reports. Cases investigated by the Colerain Police Department's Criminal Investigative Unit (CIU) may require special handling. CIU personnel may give specific directives on transporting and handling the body to preserve evidence or expedite the investigation.

Any time property is transported to the morgue with the body, taken to the Coroner's Office, or held by police, the investigating officer will document all items on the Deceased Person Report.

6.42 COLERAIN TOWNSHIP CANCELLATION OF CITATION POLICY

PURPOSE

The purpose of this policy is to maintain integrity, professional excellence and community trust through the proper enforcement of state and local laws and to establish a procedure for the timely correction of citations and warrants issued in error.

POLICY

When the Department becomes aware of a potential citation/warrant written in error, an immediate and thorough investigation will be made to ensure that charges against the wrongfully accused are dismissed and the correct violator is identified and charged with the offense.

Ohio Traffic Rules require submission of all written traffic citations to the court for proper disposition.

Submitted traffic citations, parking infractions, and notices to appear, issued in error to the Administrative Assistant for official disposition in court occur under the following circumstances:

1. When the issuing officer made an obvious error in judgment or committed a violation of Department policy.
2. Issued a citation for a violation of a nonexistent sign, an inoperative traffic signal, unintentionally wrote a citation using an operator's license or identification of a person not the violator are examples when a dismissal request is justified.

Normally, a minor mistake; e.g., color of vehicle, street condition, omitting the make of the vehicle, etc., does not justify a request for dismissal.

When it is necessary to make a correction, do not scratch out the mistake. Strike a single line through the mistake to enable the defendants copy to be compared when it is received in the system.

It is imperative that the warrant number(s) are checked accurately and that these warrants match the physical description of the subject along with statistical information (i.e.; date of birth, social security number, control number, etc.). Even one number being transposed on either the warrant or personal statistical data can mean the difference between a person being wrongly accused and the correct violator being identified and charged with an offense.

COLERAIN TOWNSHIP

FIRE DEPARTMENT POLICIES

7.1 COLERAIN TOWNSHIP FIRE DEPARTMENT CODE OF ETHICS POLICY

PURPOSE

The purpose of the Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS) Code of Ethics is to establish broad behavioral guidelines, under which all employees are expected to conduct themselves. The Code of Ethics is intended to mitigate and negate situations that may result in embarrassment and the waning of public support for what has historically been a highly respected fire and emergency medical services agency. The Code of Ethics also declares and defines the moral obligations of all employees of Colerain Fire & EMS.

DEFINITIONS

Ethics is a general term for what is often described as the "science (study) of morality". It also encompasses:

1. philosophy, ethical behavior is that which is "good" or "right",
2. a set of moral principles or values,
3. the study of fundamental principles that defines values and determines moral duty and obligation,
4. system of moral principles, rules and standards of conduct,
5. study of right and wrong, good and bad, moral judgment, etc.

POLICY

Upon hire, each employee will be briefed on the Code of Ethics, provided with a copy of it, and required to acknowledge that they have read it and will abide by it. Employees are required to review the Code of Ethics annually.

7.2 COLERAIN TOWNSHIP

FIRE DEPARTMENT CUSTOMER SERVICE POLICY

PURPOSE

The purpose of this policy is to establish guidelines for the Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS), under which all employees are expected to meet or exceed customers' (i.e., internal and external customers) expectations of satisfaction in every contact that may exist between any Colerain Fire & EMS employee and or the Colerain Fire & EMS delivery system.

DEFINITIONS

Colerain Fire & EMS defines the customer as, any person who receives our services and anyone with who any Department employee has contact. Examples of this definition include:

1. The actual service recipient;
2. Anyone who knows or is closely related to the service recipient (e.g., family, friends, neighbors, etc.);
3. The people we encounter, directly and indirectly during our workday (e.g., employees of organizations we routinely do business with, people who visit our workplace, people who see us during our workday, and citizens and visitors who see us in public view);
4. The employees of our organization including support staff (our customer services begin with how we treat each other).

POLICY

These customers are an integral part of our workday. Employees will treat them in a positive way and include them in our plan to execute excellent customer service. Every interaction with our customers is an opportunity to solve their problem and leave a positive, lasting impression.

The organizational benefits of providing exceptional customer service, with added value, are numerous. Benefits include:

1. It saves lives and property;
2. Builds positive relationships and trust within our workforce;
3. Builds positive relationships and trust in the community Secures and maintains adequate resources and benefits;
4. Positive job satisfaction;
5. Places the Department in the best position to compete;
6. It's fun to be nice and do nice things;

7. It eliminates bad press, liability, and extra paperwork;
8. It's the right thing to do.

7.3 COLERAIN TOWNSHIP FIRE EMPLOYEE RECOGNITION PROGRAM POLICY

PURPOSE

During the course of the year, employees of the Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS) often perform in a manner that deserves special recognition. The purpose of this program is to establish a manner for Colerain Fire & EMS personnel, Township employees and citizens to be recognized for exceptional performance, contributions to the department and other positive acts in our local community.

POLICY

These approved awards may be presented during a Board of Trustees meeting and/or an annual fire department or public safety employee recognition event:

1. Valor Award
2. Life Saving Award
3. Outstanding Unit or Company Citation
4. Meritorious Service Award
5. Firefighter of the Year Award
6. Professional Credential Achievement Award

The following are additional awards that may be presented at any time during the year:

1. Certificate of Appreciation
2. Certificate of Training
3. Letter of Appreciation

AWARD CRITERIA

1. Valor Award
 - a. This award shall be presented by the Fire Chief to an employee(s) who have, under especially hazardous conditions, performed an extraordinary act at extreme personal risk while attempting a rescue. The intent of this is to award the truly outstanding performances under times of duress and shall be considered for emergencies only.
2. Life Saving Award
 - a. To be awarded to an individual for the saving of a human life. Intended for an individual directly responsible for the saving of another human life and shall be issued to employees of the Department for the saving of a life through various actions such as the application of

pre-hospital emergency medical care or other public safety measures. This award may be presented in conjunction with other Department awards of recognition. This may also be presented to individuals external to the Department.

3. Outstanding Company or Unit Citation

- a. This award may be presented to employees of the Department who participated in an action that contributed to the overall professionalism of the Colerain Fire & EMS. This award may apply to any Department company, unit or division within the Department.
- b. In cases where personnel receive multiple commendations of the same type, a numeral shall be displayed on the commendation ribbon to indicate each award after the initial. Duplicate commendation ribbons shall not be displayed on the uniform.

4. Meritorious Service Award

- a. This shall be awarded to employees of the Department whose actions and/or contributions have distinguished them from the standard performance expected of the position. This award may apply to any individual, unit or division of the Department.

5. Emergency Medical Service Provider of the Year

- a. The Emergency Medical Service Provider of the Year will be awarded to the Colerain Fire & EMS Emergency Medical Technician – Basic or Paramedic regardless of rank, who has made exceptional contributions through commitment, professionalism, education, and/or dedication to the advancement of the emergency medical services provided by the Department.

6. Firefighter of the Year

- a. The Firefighter of the Year will be awarded to the Colerain Fire & EMS firefighter regardless of rank, who has made exceptional contributions through commitment, professionalism, education and/or dedication to the advancement of the emergency or non-emergency services provided by the Department.

7. Years of Service Awards

- a. The following commendation ribbons shall be given for Years of Active Service to the Department:
 - i. 20 Years
 - ii. 25 Years
 - iii. 30 Years
 - iv. 35 Years
 - v. 40 Years
 - vi. 45 Years
 - vii. 50 Years
- b. 25 Years of Service and every 5 years of Active Service thereafter: -Commendation Ribbon (as noted above) -Appreciation Plaque

8. Professional Credential Achievement Award

- a. These awards shall include the National Fire Academy's Executive Fire Officer Program or Ohio Fire Chief's Ohio Fire Executive Program ribbon for successful completion. The Chief Fire Officer or Fire Officer Designation ribbon as awarded by the Center for Public Safety Excellence.
- 9. Certificate of Appreciation
 - a. This certificate shall be awarded to Department employees who do an excellent job and merit recognition from a Chief Officer or Division Officer. This may also be presented to individuals external to the Department.
- 10. Certificate of Training
 - a. This certificate shall be presented to Department employees or external attendees, who successfully complete training courses or seminars presented by the Department, or a department or division within the Department.
- 11. Letter of Appreciation
 - a. Any officer of the Department may send a letter of appreciation to any employee of the Department for his or her contributions or support in various events approved by the Department. This may also be presented to individuals external to the Department.

DISPLAY OF AWARDS ON UNIFORMS

- 1. Commendation ribbons shall be displayed only on the Colerain Fire & EMS dress uniform.
- 2. Ribbons & Medals: For Commendations where both ribbons and medals are awarded (i.e., Firefighter of the Year), only the ribbon shall be displayed on the uniform.
- 3. Ribbons will be worn on the right breast (left side when facing the uniform) and arranged starting at the top left (closest to the arm seam), moving right across the top row towards the lapel, then down to second and subsequent rows in the following order of importance.
 - a. For multiple ribbons, a ribbon "slide holder" will be issued to maintain a neat display of ribbon bars on the uniform.
- 4. Ribbons shall be worn in rows of no more than three (3) wide, with partial rows (1 or 2 ribbons) centered above the lower row of three.
- 5. The uppermost row of ribbons shall be affixed to the uniform on the right breast, centered between the lapel and arm seam, and located on the same vertical plane (even with) the top of the uniform badge.
- 6. In cases where personnel receive multiple commendations of the same type, a numeral shall be displayed on the commendation ribbon to indicate each award after the initial. Duplicate commendation ribbons shall not be displayed on the uniform.

7.4 COLERAIN TOWNSHIP PROTECTIVE BODY ARMOR POLICY

PURPOSE

The Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS) is committed to reducing or eliminating occupational risks and hazards whenever operating at incident scenes where violence has occurred or the potential exists for violence. The purpose of this policy is to provide an overview on the use, care and maintenance of protective body armor used by Colerain Fire & EMS personnel.

DEFINITIONS

1. Protective Body Armor: An item of personal protective equipment (PPE) that provides protection for the torso against specific ballistic or penetrating weapon threats.
2. Supervisory Authority
 - a. For the purposes of this policy a supervisor may be defined as follows:
 - i. The Incident Commander (IC) directing any incident;
 - ii. Any supervisor in the Incident Command System (ICS) chain of command directing or supervising the activities of personnel assigned to him or her;
 - iii. The company officer in charge of any apparatus or crew;
 - iv. The senior member of any crew or functional unit when no clear lines of rank or authority exist (e.g., the senior member of a two-person medic or ambulance unit crew).

POLICY

1. In accordance with the National Fire Protection Association (NFPA) 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, Colerain Fire & EMS shall provide each employee with protective clothing and or protective equipment that is designed to provide protection from the hazards to which the employee is likely to be exposed and is suitable for the tasks that the employee is expected to perform. Protective body armor has been proven to provide an effective means to protect the wearer from blunt force trauma, sharp objects as well as gunshot wounds. Body armor, shall be utilized only by employees who are trained and qualified to use such equipment.
2. Personnel shall wear only Colerain Fire & EMS approved and provided protective body armor.
3. It is the policy of Colerain Fire & EMS that employees don and wear protective body armor when required by this policy or whenever an employee or supervising employee believes it may be

prudent or appropriate to do so. It is not the intent of the Department to have employees utilize body armor on a routine basis, but rather to have body armor available to personnel for situations that may be violent, potentially violent or otherwise a risk to safety that the use of body armor could reduce or eliminate.

- a. Personnel shall not remove their protective body armor until such time that the supervising employee determines the scene is safe and secure based on communications with law enforcement and or that such protection is no longer necessary. If operating conditions warrant, supervisors may increase or decrease the required level of PPE but the responsibility to protect their personnel from injury remains with the supervisor having authority.
 - b. When treating and transporting a victim (i.e., perpetrator or recipient) involved in a violent incident to a receiving medical facility or air transport landing zone, personnel shall continue to wear the protective body armor until the victim is transferred to the care of the receiving medical facility's staff inside the Emergency Department or the air transport aircraft has departed the landing zone location.
4. The care, use and maintenance of protective body armor shall be in accordance with the manufacturer's recommendations.
5. All protective body armor issued by Colerain Fire & EMS shall meet or exceed the National Institute of Justice (NIJ) Standard-0101.06, the Ballistic Resistance of Body Armor.
6. At the beginning of each shift each employee shall correctly size their assigned protective body armor following the manufacturer's recommendations and as outlined in this policy.
 - a. Personnel shall place their sized body armor either with or in close proximity to their structural PPE at their assigned apparatus or unit riding position (i.e., jump seat or medic unit compartment) for immediate donning.
7. The protective body armor provided shall not be used beyond the manufacturer's 20-year shelf life.
8. As with any type of PPE, personnel shall not utilize the provided protective body armor if they have not been trained in its use and limitations.
9. Personnel shall not wear improperly sized, ill-fitting, or damaged protective body armor.
10. Personnel without body armor are strictly prohibited from exposing themselves to situations where its use is required, and are required to remain in secure areas at incident scenes, including in staging areas and or in vehicles.
11. All questions on the care, use and maintenance of protective body armor shall be referred to the manufacturer's recommendations.

ATTACHMENT A
HIPAA PRIVACY AND SECURITY
POLICIES AND PROCEDURES
FOR GROUP HEALTH PLANS
OF Colerain Township

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Attachment 1

ARTICLE I INTRODUCTION

Colerain Township (the “Employer”) sponsors and maintains the following group health plans: Medical, Dental, & Vision

- Medical Plan
- Dental Plan
- Vision Plan

Members of the Employer’s workforce may have access to individually identifiable health information of Plan Participants for purposes of performing administrative functions on behalf of the Plan. The Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing privacy and security regulations (collectively referred to as “HIPAA”) restrict the Employer’s and Plan’s ability to use and disclose certain health information known as “protected health information” (“PHI”) and may require the Plan and the Employer to implement security measures with respect to electronic protected health information (“ePHI”).

It is the Employer’s policy to ensure that the Plan and the Employer fully comply with HIPAA requirements. To that end, the Employer has established HIPAA Privacy and Security Policies and Procedures as explained in this document. The Plan, through the Employer, has entered into third party administrative and business associate agreements with Business Associates to perform administrative functions on behalf of the Plan, including HIPAA compliance. As a result, members of the Employer’s workforce generally will not receive, use, maintain, disclose or transmit PHI or ePHI on behalf of the Plan. The Employer, in its capacity as the employer, typically will have access only to certain enrollment and disenrollment information regarding the Plan’s participants (including participant name, social security number and election amount under the Plan) and to Summary Health Information. However, to the extent that the Employer and/or members of its workforce actually receive, use, maintain, disclose or transmit PHI or ePHI, then the Employer will implement the administrative, technical and other safeguard policies and procedures described in this document to ensure compliance with HIPAA.

Throughout this document, various terms are used repeatedly. These terms have specific and definite meanings and generally have been capitalized throughout this document. Whenever capitalized terms appear, they shall have the meanings specified in Article V or as specified in HIPAA. Where necessary or appropriate to the context, the masculine shall include the feminine, the singular shall include the plural and vice versa.

ARTICLE II PLAN’S AND EMPLOYER’S RESPONSIBILITIES

Section 2.1 HIPAA Privacy Officer and Contact Person.

The Employer has appointed Renetta Edwards, Human Resources Specialist, Colerain Township 4200 Springdale Road, Cincinnati, OH 45251, 513-385-7500. The Privacy Officer is responsible for developing and implementing policies and

procedures, and adherence to them, to ensure compliance with HIPAA and for appointing a Contact Person. The Privacy Officer also will be available to assist with the applications, interpretation and implementation of and compliance with the Plan's policies and procedures and the HIPAA Rules.

Plan Participants will be notified of any change to the contact information for or designation of the Privacy Officer or Contact Person. The Plan will maintain a written or electronic record of its designations of a Privacy Officer and will retain such designations for a period of six years after an initial or any subsequent designation.

At this time, the contact person is Renetta Edwards, Human Resources Specialist, Colerain Township 4200 Springdale Road, Cincinnati, OH 45251, 513-385-7500. The Contact Person is available to answer Participants' questions, concerns or complaints about the privacy of their PHI and to carry out any other duties assigned to the Director of Human Resources by the Privacy Officer or pursuant to these Privacy Policies and Procedures.

Section 2.2 HIPAA Security Officer. The Employer has appointed Renetta Edwards, Human Resources Specialist, Colerain Township 4200 Springdale Road, Cincinnati, OH 45251, 513-385-7500. The Security Officer is responsible for developing and implementing policies and procedures to ensure compliance with HIPAA's security rules.

Section 2.3 Access to PHI. Access to PHI and/or ePHI is limited to the following employees of or positions within the Employer:

- Privacy Officer;
- Director of Finance
- Security Officer;
- Assistant Administrator

These employees with authorized access to PHI or ePHI are referred to as Authorized Employees. No other persons shall have access to PHI or ePHI. Authorized Employees who have authorized access to PHI or ePHI only shall use and disclose PHI or ePHI to the extent necessary to perform the plan administration functions that the Employer performs for the Plan. The Employer will ensure that the adequate separation provisions required under this Section 2.3 will be supported by reasonable and appropriate security measures to the extent the persons designated above create, receive, transmit or maintain ePHI on behalf of the Plan.

Section 2.4 Workforce Training. The Privacy Officer, Contact Person and/or Security Officer will provide special HIPAA training to Authorized Employees to the extent that the Employer is receiving, using, disclosing or maintaining PHI on behalf of the Plan. HIPAA training will include developing training schedules and programs so that Authorized Employees receive the training necessary and appropriate to permit them to carry out their functions with respect to the Plan in a manner that complies with HIPAA and these Privacy and Security Policies and Procedures. If training is necessary, then:

(a) This document shall serve as the training materials and the Privacy Officer may develop any additional materials deemed necessary to train Authorized Employees on compliance with the requirements of this Policy and the standards, implementation specifications and other requirements of the HIPAA Rules. The Privacy Officer shall maintain a copy of any such training materials.

(b) Any new designated Authorized Employees shall complete HIPAA training within 30 days of becoming an Authorized Employee. Material changes in these HIPAA Policies will necessitate retraining within 90 days of the material change.

(c) All training will be documented by a signed copy of an Employee Confidentiality Agreement. The Employee Confidentiality Agreement is available from the Privacy Officer and will be retained for at least six (6) years in the employee file.

Section 2.5 Technical and Physical Safeguards and Firewall.

The Employer and Authorized Employees will take reasonable steps to protect PHI in any form (paper, electronic, etc.) from unauthorized use, access or disclosure. The following technical and physical safeguards are established to prevent PHI or ePHI from intentionally or unintentionally being used or disclosed in violation of HIPAA and these Policies and Procedures

(a) Personnel Security. The Privacy Officer will maintain a record of the names of all Authorized Employees.

(b) Computer System Management. To the extent that the Employer, on behalf of the Plan, transmits or maintains any ePHI, then the specific security measures outlined in Section 2.7 shall apply. Generally, there are various gate-keeping mechanisms on the Employer's computer system to maintain controlled access to PHI or ePHI and also to ensure the integrity of the information. They are as follows:

(1) Virus Checking Software - The Employer's computer network contains virus-checking software with the purpose of ensuring that information on the network will not be compromised and also prevents any security breaches.

(2) Firewalls – The Employer depends on security software to secure its computer files and folders located on its network drives. Each employee creates a personal password in order to access the network. Employees are not to share network passwords with others and are required to periodically change their passwords to ensure security. Employees also are instructed to logoff of the network or enable a password protected screensaver when stepping away from their workstations. The Employer instructs Authorized Employees to use at least three of more of the following standards to establish a complex password:

- At least six alphanumeric characters long.
- Contain characters from at least three (3) of the following four (4) groups; *upper case* (A-Z), *lower case* (a-z), *digits* (0-9), and *punctuation characters* (!@#\$%^&*()_+!~-+\'{}[]:;\"<>?,./)(;).

- Not a word in any language, slang, dialect, or jargon.
- Not based on personal information such as family names.
- Do not use the same password for Employer accounts as use for Employee's non-Employer accounts (personal ISP account, securities trading, benefits, etc.).
- Where possible, use different passwords for different Employer access needs.
- Do not reveal or share password(s) with anyone, including administrative assistants or secretaries. All passwords are to be treated as confidential Employer information.
- Do not use the "Remember Password" feature of applications (e.g., Outlook).
- Do not write passwords and store them in Employee's office. Do not store passwords in any computer file, including Palm Pilots or similar devices, without encryption.

(c) WorkStation and Paper Records Security. Authorized Employees are instructed to lock all records and documents containing PHI in a security approved location before leaving the desk and to remove PHI from sight of non-authorized individuals immediately when approached. Each location/department shall make reasonable efforts to ensure that visual PHI is protected from unauthorized disclosure. This should include reasonable positioning of computer screens and other devices that display PHI to limit unauthorized view. Files and documents that are to be discarded should be placed in designated locked containers for shredding or shredded. The Authorized Employee shall make a reasonable effort to ensure that exchanges that contain PHI occur in private areas.

(d) Facsimiles and Printers. Authorized Employees are instructed to transmit and receive facsimiles or printing documents containing PHI in a manner which ensures the security and privacy of such PHI, including personally sending and/or receiving such facsimiles, promptly removing it from printers and facsimile machines and not leaving it on counter tops and desktops in unsecure areas. Printers and facsimile machines will be located in areas that minimize exposure of PHI to unauthorized persons.

(e) Internal Audit Procedures. At least once each year, the Privacy Officer will verify that no one other than Authorized Employees has access to electronic key cards, computer passwords, or file cabinet keys to areas containing PHI or ePHI. The Privacy Officer also will audit all authorization forms once each year to ensure validity. Those which are no longer valid, will be maintained in a separate file for six years.

(f) Authorized Employee Termination Procedures. When an Authorized Employee leaves the Employer, the Human Resources Department will meet with such Authorized Employee on the last day and follow the termination checklist to deny future access to PHI. Items relevant to PHI on the checklist include:

- Information Systems Department removes the terminated employee's network access, e-mail access, and voice mail system access at the end of the last business day of employment; and

- The terminated employee turns in any electronic key cards and/or file cabinet keys on the last day of employment.

(g) **Inquiry Procedure.** Inquiries involving PHI from spouses, parents, providers and other individuals will be directed to the Contact Person. The Contact Person will require an Authorization form or power of attorney documentation before assisting an individual in his or her inquiries about a Participant's records containing PHI, unless such individual is the parent of a minor, dependent child. Once an Authorization form is completed, the Employer will keep it on file and it will remain in effect for the time period stated in the Authorization, unless revoked.

Provider inquiries regarding verification of coverage and benefits relating to the release of a Participant's PHI will be directed to the applicable third party administrator for the Plan, unless the provider supplies the Contact Person with a signed authorization form from the applicable Participant.

Section 2.6 Security Risk Analysis. The Plan has no employees. All of the Plan's functions, including creation and maintenance of its records, are carried out by the Authorized Employees of the Employer, insurers and/or by Business Associates. The Plan does not own or control any of the equipment or media used to create, maintain, receive and transmit ePHI relating to the Plan, or any facilities in which such equipment and media are located. Such equipment, media and facilities are owned or controlled by the Employer, insurers and/or Business Associates. Accordingly, the Employer, insurers and/or Business Associates create and maintain all of the ePHI relating to the Plan, own or control all of the equipment, media and facilities used to create, maintain, receive or transmit ePHI relating to the Plan and has control of its employees, agents and subcontractors that have access to ePHI relating the Plan. The Plan has no ability to access or modify any potential risks and vulnerability to the confidentiality, integrity and availability of ePHI relating to the Plan – that ability lies solely with the Employer, insurers and/or any appointed Business Associate.

Because the Plan has no access to or control over any ePHI relating to the Plan, the Plan will not directly implement most of the security standards (including the implementation specifications associated with them) established under HIPAA and set out in Subpart C of 45 CFR Part 164. However, the Plan, through the Employer, has implemented the following security measures:

- (a) Appointed a Security Officer (see Section 2.2).
- (b) Performed and documented this security risk analysis (as set forth in this Section 2.6 and Section 2.7).
- (c) Entered into Business Associate Agreements that require the Business Associates to implement certain security standards with respect to ePHI maintained or transmitted by the Business Associate (see Section 3.5).
- (d) Adopted a Plan Amendment under which the Employer certifies and agrees to implement certain security measures with respect to ePHI maintained or transmitted by the Employer, as plan administrator (see Sections 2.7 and 2.13).

(e) Instructed the Security Officer to periodically perform a security evaluation to determine whether there are any administrative, environmental or operational changes affecting the security of ePHI that would require a change in this security risk analysis.

Section 2.7 The Employer's Security Obligations.

The Plan, through the Employer, has entered into third party administrative and business associate agreements with Business Associates and/or entered into fully-insured contracts with insurance carriers to perform all administrative functions on behalf of the Plan. As a result, the Authorized Employees of the Employer generally will not receive, use, maintain, disclose or transmit PHI or ePHI on behalf of the Plan. The Employer, in its capacity as the employer, typically will have access only to certain enrollment and disenrollment information regarding the Plan's participants (including participant name, social security number and election amount under the Plan) and to Summary Health Information.

However, if the Employer maintains or transmits any ePHI in relation to administering the Plan, the Employer will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI, and it will ensure that any agents (or subcontractors) to whom it provides such ePHI agree to implement reasonable and appropriate security measures to protect the information. The Employer will report to the appointed Security Officer any Security Incident of which it becomes aware and will implement reasonable and appropriate security measures to ensure that only Authorized Employees have access to ePHI. The Employer will satisfy its security obligations, if any, described in this paragraph by implementing those security standards and implementation specifications (as summarized in Attachment 1 and further set forth in HIPAA) that it deems reasonable and appropriate for the security of any ePHI that the Employer actually maintains or transmits on behalf of the Plan.

Section 2.8 Complaint Procedures. Any complaints regarding a violation of the HIPAA privacy standards should be reported to the Contact Person and any complaints regarding a violation of the security standards should be reported to the Security Officer. The complaint must be in writing and must describe the acts or omission the individual believes to have occurred, the date the act or omission occurred, the description of the PHI affected and how it was affected, and the name(s) of anyone who may have improperly been provided with the PHI. The complaint will be date-stamped upon receipt.

The Contact Person or Security Officer will investigate and resolve any such complaint within a reasonable time period (i.e. generally within thirty (30) days from receipt of the complaint, but if additional time is necessary, the individual generally will be notified of the delay and informed of the expected timeframe for completion of the review). All complaint investigations will be handled confidentially and involve only those individuals necessary to complete the investigation. Confidentiality of the person who discloses an alleged breach of privacy or security standards will be maintained where possible, but cannot be guaranteed as the investigation may require discussion with witnesses or other involved individuals.

If there are no findings in the investigation to substantiate the complaint, the Contact Person or Security Officer will communicate this to the complainant in writing. However, if there are

findings to support the complaint, the Contact Person or Security Officer will work to resolve the complaint in a manner consistent with these Policies and Procedures, including:

- Determining if performance or training needs to be improved, if a change in the departmental operation is needed, and if any sanction, mitigation efforts or reporting to other entities is required;
- Notifying appropriate administrative representative, staff or committees of the action needed; and
- Initiate employee discipline action as necessary in accordance with Section 2.9 below.

It is the Employer's intention to resolve all supported complaints in a timely and efficient manner.

Section 2.9 Sanctions for Violations of Privacy or Security Standards. Any individual who is found to use or disclose PHI or ePHI in violation of these HIPAA Privacy and Security Policies and Procedures will be disciplined in accordance with the Employer's Code of Conduct/Ethics Policy, which could include disciplinary notification placed in employee file, suspension, or immediate discharge of employment. The type of discipline issued will be determined based upon the factors of the situation to include the severity and impact of the violation or breach of security.

For example, the Privacy or Security Officer may, in its discretion, take the following disciplinary action in response to the following breaches:

- Sanction: Disciplinary notification placed in file if there is an inadvertent and inappropriate release of PHI within the Plan's Workforce or to a business associate or other covered entity.
- Sanction: Disciplinary notification placed in file and possible suspension if there is an inadvertent and inappropriate release of PHI to an external source other than a business associate or other covered entity.
- Sanction: Disciplinary notification placed in file, suspension, and possible discharge if there is a deliberate and inappropriate release of PHI.
- Sanction: Immediate discharge if there is a deliberate and inappropriate release of PHI with intent to harm the individual or intent of financial gain.

Section 2.10 Mitigation of Inadvertent Disclosures. The Employer will mitigate, to the extent possible, any harmful effects that become known to it of a use or disclosure of any Participant's PHI or ePHI in violation of these HIPAA Privacy and Security Policies and Procedures. As a result, the Employer will instruct employees who become aware of a disclosure of PHI or ePHI, either by an employee of the Employer or an outside party, that is not in compliance with HIPAA to immediately contact the Privacy or Security Officer so that the appropriate steps to mitigate the harm to the Participant can be taken. Mitigation of any harmful effects known to the Plan is at the discretion of the Privacy Officer but may involve:

- Apologies;
- Requests to other entities for special safeguards;
- Requests to other entities for retrieval of PHI; and/or
- Financial penalties.

Section 2.11 Notification Requirements in the Case of Breach of Unsecured PHI.

(a) To the extent required by ARRA, the Plan (through the Privacy Officer) shall undertake certain notification obligations upon discovering a Breach of Unsecured PHI.

(b) If the Plan undertakes steps to secure PHI through the use of technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, then the Plan will not be required to satisfy the notification obligations upon a Breach of secured PHI. On August 24, 2009, DHHS issued guidance regarding the securing of PHI, which can be found at the link below (or Federal Register Vol. 74, No. 162, page 42740, Aug. 24, 2009) and will be annually updated by HHS:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>

(c) In the case of a Breach of Unsecured PHI, the Plan must provide notice to the affected individuals without unreasonable delay and in no case later than 60 days after discovery of the Breach of Unsecured PHI. A Breach shall be treated as discovered by the Plan as of the first day on which such Breach is known to the Plan, or, by exercising reasonable diligence, would have been known, to the Plan. The Plan will be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Breach) who is a workforce member or agent of the Plan. A Business Associate of the Plan typically is not engaged as the agent of the Plan and, therefore, the Plan's 60-day notice period for satisfying the notification requirements involving a Breach of Unsecured PHI by the Business Associate shall not begin until the date on which the Business Associate notifies the Plan of such Breach. In the rare event that the Plan engages a Business Associate to act as the Plan's agent, the Business Associate's knowledge of a Breach shall be imputed to the Plan and, therefore, the 60-day notice period would begin on such date of the Business Associate's knowledge of the Breach.

(d) The Plan's notice of the Breach to the affected individual must be written in plain language and include:

- (1) a brief description of the events surrounding the breach, including the date of Breach and the date of discovery of the Breach, if known;
- (2) a description of the types of information involved (such as full name, social security number, date of birth, home address, account number, disability code, or other types of information that were involved);
- (3) any steps individuals should take to protect themselves from the potential harm arising from the Breach;

(4) a description of the steps the Plan is taking to investigate and mitigate the harm and to protect against further Breaches; **and**

(5) contact procedures for individuals to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, Website or postal address.

(e) The notice must be delivered using a method consistent with ARRA and additional guidance by ARRA, including:

(1) Written notice to the individual at the last known address of the individual by first-class mail (or by electronic mail if specified or agreed to by the individual). The Plan may send a single notice to all affected individuals residing at the same address, as long as the notice clearly identifies the individuals to whom the Breach affects. Any granted requests under Section 4.4 below regarding confidential communications of PHI to an alternate address or by alternate means would apply to the distribution of Breach notifications.

(2) If the Plan knows the individual is deceased and has the address of the next of kin or personal representative of the individual, written notification to the next of kin or personal representative.

(3) In the case in which there is insufficient or out-of-date contact information for fewer than 10 individuals, a substitute form of notice that is reasonably calculated to reach affected individuals must be provided (e.g. by phone or other means).

(4) In the case in which of 10 or more individuals for which there is insufficient contact information, then substitute notice must either be in the form of a conspicuous posting (for a period of 90 days) on the home page of the website of the Employer, or notice in a major print or broadcast media in geographical areas where the individuals affected by the Breach are likely to reside. Such notice must include a toll-free phone number that remains active for at least 90 days where an individual can learn whether the individual's unsecured PHI may be affected by the Breach.

(5) In the case deemed by the Plan to require urgency because of possible imminent misuse of the Unsecured PHI, the Plan may provide the notice by telephone or other means, as appropriate, in addition to providing the written notice referenced above.

(f) If the Breach of Unsecured PHI involves less than 500 individuals, the Plan must maintain a log and annually submit such log not later than 60 days after the end of each calendar year to the DHHS in the manner specified on the DHHS Website.

(g) If the Breach of Unsecured PHI is reasonably believed to affect more than 500 individuals, notice also must be provided to prominent local media outlets for publication within the State or jurisdiction in which the affected individuals reside. The Plan must notify the media without unreasonable delay and in no case later than 60 calendar days after discovery of the Breach. The Plan also must, contemporaneously with the written notice provided to the affected individuals, also notify the DHHS in the manner specified on the DHHS Website. (Media and

DHHS notification may be delayed under certain law enforcement delay requests as set forth in 45 CFR §164.412). DHHS will establish a website listing such Breaches.

Section 2.12 No Retaliation or Waivers. The Employer may not intimidate, threaten, coerce, discriminate against or take other retaliatory action against individuals for exercising their rights, filing a complaint, participating in an investigation or opposing any improper practice under HIPAA.

No individual will be required to waive his or her privacy or security rights under HIPAA as a condition of treatment, payment, enrollment or eligibility.

Section 2.13 Notice of Privacy Practice.

(a) Content. The Employer, on behalf of the Plan, will develop and maintain a Notice of Privacy Practice that includes:

- The header language required by the HIPAA Rules.
- A description of the types of Uses and Disclosures the Plan is permitted to make for Treatment, Payment and Health Care Operations with an example of each.
- A description of each of the other purposes for which the Plan is permitted or required to use PHI without individual authorization.
- A description of any more stringent law that might prohibit or materially limit Use and Disclosure as described in the Notice.
- Sufficient detail to place the individual on notice of allowable and required Uses and Disclosures.
- A statement that all other Uses and Disclosures may be made only with individual authorization and that most uses and disclosures of psychotherapy notes (where appropriate), uses and disclosures of PHI for marketing purposes, or disclosures that constitute a sale of PHI require an individual authorization even when for Health Care Operations, Payment or Treatment.
- A description of the individual's rights with respect to PHI and how to exercise those rights.
- A statement that the Plan is required by law to maintain the privacy of PHI and to provide individuals with notice of its legal duties and privacy practices with respect to PHI.
- A statement that the Plan is required to abide by the terms of the Notice currently in effect.

- A statement of the Plan's right to change the terms of the Notice and how individuals will be notified of a change.
- A statement of how the individual may complain to the Plan and to the Secretary of DHHS.
- The name, title, telephone number of the person or office to contact for further information.
- The effective date of the Notice.
- A statement that the Plan may disclose PHI to the Plan Sponsor.

(b) Manner of and Deadline for Distribution. The Notice will be individually delivered to all Participants and may be included with other information or mailings sent to the Participants. It may be included with paychecks, newsletters, enrollment materials, or SPDs; however, it may not be included or combined with a privacy Authorization form. It is not necessary to deliver a notice to all covered dependents as delivery to a covered employee is effective for all his or her dependents.

To the extent other employment notices are electronically posted, the Employer also will electronically post the Notice of Privacy Practices at the same location. This is not, however, a substitute for the required, individually delivered notice to each Participant.

The Notice of Privacy Practice may be provided by email if the recipient has agreed to receive an electronic notice of benefit materials and that agreement has not been withdrawn. If the Plan Sponsor knows that the email transmission to a Participant has failed, the Plan Sponsor must provide a paper copy of the Notice to such Participant. Any Participant who is the recipient of an electronic Notice retains the right to obtain a paper copy of the Notice upon request. The Plan Sponsor shall maintain evidence or proof that a Participant has agreed to receive the Notice electronically in lieu of a hard copy of the Notice.

The Notice of Privacy Practice will be sent to Participants as follows:

- To all Participants in the Plan no later than April 14, 2003;
- To any new Participant who enrolls in the Plan after the date that the Notice was initially provided to all Plan Participants; and
- To all Participants after a material change to the Notice is adopted, in the manner and by the deadline established under subparagraph (c) below.

The Employer also must provide Participants with another copy of the Notice or notify them of the availability of such Notice at least **once** every **three** years.

(c) Revised Notice. Revisions to the Notice must be approved by the Privacy Officer and shall become effective upon such approval and actual revision to the Notice. The Privacy Officer will evaluate whether a revision is material and whether the Notice must be redistributed.

Any changes to the required content of the Notice under HIPAA shall be considered material. If the Plan posts the Notice of Privacy Practice on the Plan Sponsor's website, it can prominently post the revised Notice by the effective date of the material change, and then provide a hard copy of the revised notice (or information about the material change and how to obtain the revised Notice) in its next annual mailing. If the Plan does not post the Notice to the Plan Sponsor's website, then the revised Notice must be sent within 60 days of the material revision to the Notice. The revised Notice may be sent electronically in the manner set forth in subparagraph (b) above.

Section 2.14 Plan Document and Employer Certification.

upon receipt of the Employer's certification that the Plan documents have been amended to incorporate the following provisions and under which the Employer expressly agrees to:

- Not use or further disclose PHI other than as permitted by the Plan (as set forth in these Policies and Procedures) or as required by law;
- Ensure that any agents, including a subcontractor, to whom it provides PHI agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- Report to the Privacy Officer or Contact Person any use or disclosure of the PHI that is inconsistent with the uses or disclosures for which the PHI was provided of which it becomes aware;
- Make available to an individual PHI about the individual, as required by law;
- Make PHI available for amendment by the individual and incorporate amendments requested by the individual, as required by law;
- Make available the information needed to account for disclosures of PHI;
- Make available to the Secretary of DHHS its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan for purposes of determining the Plan's compliance with the privacy standards of HIPAA;
- If feasible, return or destroy all protected health information received from the Plan that the Employer still maintains in any form and retain no copies of such PHI when it is no longer needed for the purpose for which it was disclosed, except that, if such return or destruction is not feasible, limit

further uses and disclosures to those purposes that make it unfeasible to return or destroy the PHI;

- Ensure that there is adequate separation between the Plan and the Employer in order to comply with the restrictions on the use or disclosure of PHI or the security of ePHI as outlined in these Policies and Procedures and HIPAA;
- To the extent required by HIPAA, ensure compliance with the safeguard and other requirements under 45 CFR § 164.105(a) relating to hybrid entities and the healthcare components of the Section 125 Plan (See Section 3.9 below); and
- To the extent that the Employer creates, receives, maintains or transmits any ePHI on behalf of the Plan, the Employer will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI, and it will ensure that any agents (including subcontractors) to whom it provides such ePHI agree to implement reasonable and appropriate security measures to protect the information.

Section 2.15 Amendment or Termination of Policies or Procedures. The Employer reserves the right to amend, change or terminate these Policies or Procedures at any time without notice. No third party rights (including but not limited to Plan Participants, beneficiaries or Business Associates) are intended to be created by these Policies and Procedures. To the extent these Policies and Procedures establish requirements and obligations above and beyond those required by HIPAA, the Policies and Procedures will be aspirational and will not be binding upon the Employer.

Section 2.16 Documentation and Record Retention. The Employer, on behalf of the Plan, implements these HIPAA Privacy and Security Policies and Procedures to document its compliance efforts with HIPAA. The Privacy Officer will periodically review and update these policies and procedures as necessary in response to environmental or operational changes affecting the privacy or security of PHI or ePHI or changes in applicable law; the Privacy Officer will promptly document any such changes following the Documentation Procedure, as defined below. If a communication is required by the HIPAA Rules or the Plan's policies and procedures to be in writing, the Privacy Officer shall maintain or cause to be maintained such writing, or an electronic copy as documentation. If the Plan is required by the HIPAA Rules or the policies and procedures to document an action, activity or designation, the Privacy Officer shall maintain or cause to be maintained a written or electronic record of such action, activity or designation. The Privacy Officer also will follow the Documentation Procedure, as defined in Article V below. Any documentation may be maintained in written or electronic form.

The Employer will maintain a record of these HIPAA Privacy and Security Policies and Procedures and all other HIPAA documentation (including the HIPAA Plan Amendment, Notice of Privacy Practices, Business Associate Agreements, Authorizations, complaints, and any

required documentation of certain uses or disclosures of PHI) for a period of at least six years from the date of creation or the date last in effect, whichever is later. These policies and procedures will be made available to any person responsible for implementing the procedures to which the documentation pertains, including the Privacy or Security Officer, any Authorized Employee or any Business Associate.

ARTICLE III POLICIES ON USE AND DISCLOSURE OF PHI

Section 3.1 General Policy. The Employer intends to comply fully with HIPAA and to require all members of the Employer's workforce to comply with these HIPAA Privacy and Security Policies and Procedures. Reference to PHI throughout this Article III will include a reference to ePHI to the extent any ePHI is transmitted or maintained by the Employer on behalf of the Plan. Access to PHI will be limited to those members of the Employer's workforce who as part of their job responsibilities need to have access to PHI for Plan administrative purposes. These workforce members are named in Section 2.3 above and are referred to as Authorized Employees.

Section 3.2 Permitted Uses or Disclosures of PHI.

(a) **Plan Administration Functions.**

(1) An Authorized Employee may use and disclose a Plan Participant's PHI to perform the Plan's own payment, operation, audit or other administration activities. Permitted disclosures pursuant to these activities include:

- eligibility and coverage determinations including coordination of benefits and adjudication or subrogation of health benefit claims;
- risk adjusting based on enrollee status and demographic characteristics;
- billing, claims management, collection activities, payment activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess loss insurance) and related health care data processing;
- reviewing health plan performance;
- underwriting and premium rating;
- business planning and development; and
- business management and general administrative activities.

(2) PHI also may be disclosed to another covered entity (e.g. a health care provider) for purposes of the other covered entity's payment activities, quality assessment and improvement, case management, or health care fraud and abuse detection programs, if the other covered entity has (or had) a relationship with the Participant and the PHI

requested pertains to that relationship. In no event will the Plan use or disclose any PHI that is genetic information for underwriting purposes.

(b) Mandatory Disclosures of PHI. A Participant's PHI must be disclosed in two situations:

(1) The individual who is the subject of the PHI requests disclosure of PHI. Prior to any disclosure under this paragraph, the Employer will follow the procedures outlined in Section 4.1 regarding a Participant's request for access to PHI.

(2) The Department of Health and Human Services (DHHS) requests disclosure of PHI for purposes of enforcing the provisions of HIPAA. Prior to any disclosure to DHHS, the Employer will follow the Verification Procedure.

(c) Permissive Disclosures of PHI. A Participant's PHI may be disclosed for the following reasons:

(1) Disclosures may be made about victims of abuse, neglect, or domestic violence (i) if the individual agrees to the disclosure or (ii) the disclosure is expressly authorized by statute or regulation and the disclosure prevents harm to the individual (or the victim), or the individual is incapacitated and unable to agree, and the PHI will not be used against the individual and is necessary for any imminent enforcement activity. With respect to sub-paragraph (ii), the individual will be promptly informed of the disclosure unless this would place the individual at risk or if informing would involve a personal representative who is believed to be responsible for the abuse, neglect or violence.

(2) For judicial and administrative proceedings in response to (i) an order of a court or an administrative tribunal or (ii) a subpoena, discovery request or other lawful process, not accompanied by a court or administrative order, upon receipt of assurances that the individual has been given notice of the request or that the party seeking the information has made reasonable efforts to receive a qualified protective order.

(3) To a law enforcement official for law enforcement purposes, under the following conditions:

- Pursuant to a process and as otherwise required by law, but only if the information sought is relevant and material, the request is specific and limited to amounts reasonably necessary, and it is not possible to use de-identified information.
- Information requested is limited information to identify or locate a suspect, fugitive, material witness or missing person.
- Information about a suspected victim of a crime (i) if the individual agrees to disclosure; or (ii) without agreement from the individual, if the information is not to be used against the victim, if need for information is urgent, and if disclosure is in the best interest of the individual.

- Information about a deceased individual upon suspicion that the individual's death resulted from criminal conduct.
 - Information that constitutes evidence of criminal conduct that occurred on the Employer's premises.
- (4) To Appropriate Public Health Authorities for Public Health Activities.
- (5) To a Health Oversight Agency for Health Oversight Activities, as authorized by law.
- (6) To a Coroner or Medical Examiner About Decedents, for the purpose of identifying a deceased person, determining the cause of death or other duties as authorized by law.
- (7) For Cadaveric Organ, Eye or Tissue Donation Purposes, to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs, eyes or tissue for the purpose of facilitating transplantation.
- (8) For Certain Limited Research Purposes, provided that a waiver of the authorization required by HIPAA has been approved by an appropriate privacy board.
- (9) To Avert a Serious Threat to Health or Safety, upon a belief in good faith that the use or disclosure is necessary to prevent a serious and imminent threat to the health or safety of a person or the public.
- (10) For Specialized Government Functions, including disclosures of an inmates' PHI to correctional institutions and disclosures of an individual's PHI to authorized federal officials for the conduct of national security activities.
- (11) For Workers' Compensation Programs, to the extent necessary to comply with laws relating to workers' compensation or other similar programs.
- (d) Minimum Necessary Standard, Documentation Procedure and Privacy Officer Approval. Any use or disclosure of PHI permitted or required under this Section 3.2 will satisfy the Minimum Necessary Standard and follow the Documentation Procedure. An Authorized Employee will receive the Contact Person's approval prior to the use or disclosure of PHI under any of the circumstances specified in Section 3.2(a)(2), (b) and (c).

Section 3.3 Use or Disclosure for Purposes of Non-Health Benefits. Generally, a Participant's PHI may not be used for purposes of payment, operation or other administrative functions of the non-healthcare components of the Plan and the Employer's other non-health benefit plans (e.g. disability and life insurance, etc), or of any other non-Plan activity such as employment related decisions, unless each of the following requirements are satisfied:

- (a) An Authorization is received;

- (b) The Privacy Officer approves the use or disclosure for non-Plan purposes;
- (c) The disclosure satisfies the Minimum Necessary Standard; and
- (d) The Documentation Procedures are followed.

Section 3.4 Disclosures of PHI Pursuant to an Authorization. PHI may be used or disclosed for any purpose if the Participant provides an Authorization. If the Employer uses or discloses PHI pursuant to an Authorization, the following policy or procedure will apply:

(a) The Employer will use or disclose PHI only in a manner that is consistent with the terms and conditions set for in the Authorization.

(b) The Employer will verify that the Authorization form is valid. An Authorization is valid only if each of the following conditions are satisfied:

(1) The form is properly signed and dated by the individual or the individual's authorized representative;

(2) The form contains an expiration date which is a specific date (e.g. January 1, 2013), a specific time period (e.g. one year from the date of signature) or an event directly relevant to the individual or the purpose of the use or disclosure (e.g. for the duration of the individual's Plan coverage);

(3) The form is not expired or revoked;

(4) The form contains a description of the PHI to be used or disclosed;

(5) The form contains the name of the entity or person authorized to use or disclose PHI;

(6) The form contains a statement regarding the individual's right to revoke the Authorization and the procedures for revoking Authorizations;

(7) The form contains a statement regarding the possibility for a subsequent re-disclosure of PHI; and

(8) A statement to the effect that the Plan may condition enrollment in the Plan or eligibility for benefits from the Plan on provision of an authorization requested by the Plan prior to an individual's enrollment in the health plan, if the authorization sought is for the Plan's eligibility or enrollment determinations relating to the individual or for the Plan's underwriting or risk rating determinations and the authorization is not for a use or disclosure of psychotherapy notes.

(c) The Employer will follow the Verification and Documentation Procedures for each Authorization.

Section 3.5 Disclosures of PHI to Business Associates.

(a) The Plan may contract with individuals or entities known as Business Associates to perform various functions or to provide certain types of services on the Plan's behalf. In order to perform these functions or provide these services, the Business Associates will receive, create, maintain, transmit, use and/or disclose a Participant's PHI or ePHI. HIPAA requires that all Business Associates agree in writing with the Plan to comply with HIPAA's privacy and security rules in connection with any PHI or ePHI.

The Privacy Officer will identify all Business Associates and ensure that a Business Associate Agreement has been executed between the Plan (or the Employer, on behalf of the Plan) and the applicable Business Associate. The Business Associate Agreement will contain each of the following terms:

(1) Limit the Business Associate's uses and disclosures to solely those uses and disclosures that would be allowed for the Plan under HIPAA, and prohibit the Business Associate from disclosing such information further.

(2) Require the Business Associate to implement safeguards to prevent the improper use and disclosure of PHI.

(3) Require the Business Associate to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the Plan.

(4) Require the Business Associate to report to the Plan (through the Privacy or Security Officer) any improper use or disclosure of PHI, or any Security Incident of which the Business Associate becomes aware.

(5) Require the Business Associate to notify the Plan of any Breach of Unsecured PHI without unreasonable delay and in no case later than 60 calendar days after discovery of the Breach. A Breach shall be treated as discovered by a Business Associate as of the first day on which such Breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. A Business Associate shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Breach) who is an employee, officer or other agent of the Business Associate. The Business Associate's notice to the Plan under this paragraph shall, to the extent possible, include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach and provide any other available information to the Plan to enable the Plan to satisfy its Breach notification obligations under Section 2.11 above.

(6) Require the Business Associate to impose the same requirements on all of the Business Associate's subcontractors by entering into a Business Associate Agreement with such subcontractor (i.e. entering into a Business Associate Agreement with the

subcontractor as a Business Associate of the sub-contracting Business Associate and thereby, the Plan) that (i) is similar to and at least as stringent as the Business Associate Agreement entered into between the sub-contracting Business Associate and the Plan and (ii) fully complies with HIPAA.

(7) Require the Business Associate to make available PHI in compliance with the individuals' rights to access, amend and receive an accounting related to PHI.

(8) Require the Business Associate to make its internal books and records available to DHHS for purposes of determining the covered entity's compliance with HIPAA.

(9) Require the Business Associate to return or destroy PHI or ePHI, if feasible, upon the termination of the relationship between the Business Associate and the Plan.

(10) Authorize the Plan to terminate the Business Associate Agreement if the Business Associate has violated a material term of the Agreement, or if termination of the Agreement is not feasible, the Plan may report the Business Associate's violation of HIPAA to DHHS.

(b) Before providing any PHI or ePHI to a Business Associate, an Authorized Employee will:

(1) Contact the Privacy Officer and verify that a business associate agreement is in place;

(2) Disclose PHI in a manner that is consistent with the applicable Business Associate Agreement; and

(3) Satisfy the Minimum Necessary Standard and follow the Documentation Procedure.

(c) HIPAA Violations by a Business Associate.

(1) If a Plan employee or other staff personnel knows or has reason to believe that a Business Associate of the Plan is inappropriately using or disclosing PHI, whether the PHI was received by the Plan or not, the employee or other staff personnel is required to notify the Privacy Officer immediately regarding the suspected violation.

(2) Upon receiving notice of an alleged or actual violation of a Business Associate Agreement from any source, including notice obtained through individual complaints and reports from Plan personnel, the Privacy Officer will initiate a review of the conduct or activities at issue.

(3) If the Privacy Officer determines that the complaint, report or other form of notice contains substantial and credible evidence of violations by a Business

Associate, the Privacy Officer will commence a formal investigation into the conduct or activities of the Business Associate.

- If the investigation reveals that a Business Associate has violated its agreement with the Plan, the Privacy Officer shall notify legal counsel immediately.
- If the Privacy Officer and/or legal counsel determine that the Business Associate has committed a material breach or violation of its obligations under the Business Associate Agreement, the Privacy Officer, with the assistance of legal counsel, must take reasonable steps to remedy and cure the breach, or end the violation as applicable, and if such steps are unsuccessful, terminate the contract of the Business Associate when feasible. If termination of the contract is not feasible, the Plan must report the problem to the Secretary of DHHS. The Business Associate shall have a similar duty and responsibility to take steps to cure a breach or end a violation with respect to its own subcontractors.

Section 3.6 Requests for Disclosure of PHI from Family Members or Friends.

The Plan and Employer will not disclose PHI to family and friends of a Participant except as follows:

(a) The spouse, family member or personal friend is either the parent of the Participant who is a minor child or the personal representative of the Participant, **and** the Verification Procedure and the procedures outlined in Section 4.1 regarding a Participant's request for access to PHI are followed.

(b) All other requests from a third party to access PHI of a Participant requires an Authorization.

Section 3.7 Disclosures of De-Identified Information.

The Plan and the Employer may freely use and disclose De-identified Information. Prior to any use or disclosure, the Privacy Officer or Contact Person will verify that the information qualifies as De-identified Information.

It is the policy of the Plan to consider requests for production and sharing (pursuant to a data use agreement) of limited data sets for the purpose of research, public health or health care operations. The Plan retains complete discretion as to whether to disclose a limited data set.

Section 3.8 Limited Data Sets.

It is the policy of the Plan to consider requests for production and sharing (pursuant to a data use agreement) of limited data sets for the purpose of research, public health or health care operations. The Plan retains complete discretion as to whether to disclose a limited data set.

The Plan may use PHI to create a limited data set that meets the requirements of §164.514(e)(2) of the HIPAA Rules or disclose PHI only to a business associate for such purpose.

(a) Limited data sets must meet the requirements of §164.514(e)(2) and (e)(3) of the HIPAA Rules.

(b) The recipient of a limited data set must enter into a data use agreement that meets the requirements of §164.514(e) of the HIPAA Rules.

(c) If we know of a pattern of activity or practice of the limited data set recipient that constitutes a breach of the data use agreement, we must take reasonable steps to cure by placing the recipient on written notice of the breach and specifying a cure period.

(d) If any breach remains uncured, we will discontinue the data use agreement and make a report to the Secretary of DHHS.

Section 3.9 Hybrid Entity Election. The Employer's Welfare Benefit Program may be considered as offering a healthcare component and a non-healthcare component. As a result, HIPAA may consider the Plan as a "hybrid entity" as defined under Section 45 CFR 164.103 of HIPAA. The healthcare component of the Plans consists solely of the group health plans identified on the first page of these policies. The non-healthcare component of the Plan consists of all other benefits under the Plans, including life insurance/accidental death and dismemberment, disability and dependent care spending account programs. The Employer intends to comply with HIPAA with respect to only the healthcare component of the Plan and to ensure adequate separation between the healthcare component and the non-healthcare component as if such healthcare component and non-healthcare component were separate and distinct plans. In this regard and to the extent required by HIPAA, the Employer will ensure compliance with the safeguard requirements set forth in 45 CFR 164.105(a) relating to hybrid entities, including ensuring that:

(a) The healthcare component does not disclose PHI to the non-healthcare components.

(b) The healthcare component protects the security of electronic PHI from the non-healthcare component.

(c) Any Business Associate of the healthcare component complies with the requirements of subparagraphs (a) and (b) above.

If an Authorized Employee performs duties for both the healthcare component and non-healthcare component, such Authorized Employee will not use or disclose PHI created or received in the course or incident to the Authorized Employee's work for the healthcare component in a manner prohibited by HIPAA (e.g. for purposes of administering or making benefit determinations for the non-healthcare component).

ARTICLE IV POLICIES AND PROCEDURES ON INDIVIDUAL RIGHTS

Section 4.1 Access to PHI. Under HIPAA, each Participant has the right to access and obtain copies of his or her own PHI that the Plan (or the Plan's Business Associates) maintains in Designated Record Sets. A Participant (or the minor

Participant's parent or Participant's personal representative) may request access to PHI by providing the Contact Person with a written request for access to PHI and must specify the designated record set requested, in whole or in part, as:

- medical records
- billing records
- enrollment information
- payment information
- claim adjudication records

The Employer (on behalf of the Plan) may charge a reasonable fee for copying, mailing, or summarizing the requested PHI. Upon receipt of a written request to access PHI, the Contact Person will take each of the following steps:

- (a) The Contact Person will follow the Verification Procedure.
- (b) The Contact Person will review and verify that the requested PHI is held in the Participant's Designated Record Set. If the requested information is not within the Designated Record Set, the Contact Person may deny the request.
- (c) The Contact Person will review the request to determine if an exception to the disclosure exists. Circumstances under which access may be denied and no review of the denial request is required by HIPAA include:

- the information requested is psychotherapy notes;
- the information requested is compiled in anticipation of or for the use in a legal proceeding;
- the disclosure would violate the HIPAA Privacy Rule; or
- the information was obtained by someone other than a health care provider under a promise of confidentiality and access would be reasonably likely to reveal the source of information.

Access to an individual's PHI also may be denied under the following conditions:

- a licensed health care professional (LHCP) has determined that the access is reasonably likely to endanger the life or physical safety of the individual or another person;
- the information requested makes reference to another person and a LHCP has determined that the access is reasonably likely to cause substantial harm to the other person; or

- the request is made by the individual's personal representative and the LHCP has determined that the access is reasonably likely to cause substantial harm to the individual or another person.

In these cases, the individual has the right to have the denial reviewed by a LHCP appointed by the Employer who did not participate in the original decision to deny access. An appeal of denial of access to PHI will be addressed to the Contact Person.

(d) The Contact Person will respond to the request by providing the requested PHI or denying the request within 30 days. If the requested PHI cannot be accessed within the 30-day period, the deadline may be extended for 30 days by providing written notice to the Participant within the original 30-day period of the reasons for the extension and the date by which the Employer will respond.

(e) Any denial of a request for access to PHI will first be approved by the Privacy Officer. A denial of a request to access PHI will include:

- the basis for the denial;
- a statement of the individual's right to request a review of the denial, if applicable; and
- a statement of how the individual may file a complaint concerning the denial.

(f) Before honoring a request to access PHI, the Contact Person will advise the individual of any cost associated with the provision of PHI. If the individual agrees to pay for the cost, the Contact Person will provide the requested PHI in the form of format requested by the individual, if readily producible in such form. Otherwise, the Contact Person will provide the requested PHI in a readable hard copy or such other form as is agreed to by the individual. Generally, the requested PHI may be mailed or e-mailed to the requesting party or inspected at the Contact Person's office. If the individual has requested a summary and explanation of the requested information in lieu of, or in addition to, the full information, the Contact Person will prepare such summary and explanation of the information requested and make it available to the individual in the form or format requested by the individual.

(g) To the extent required by ARRA, an individual generally shall have the right, upon his or her written request, to obtain from the Plan an electronic copy of PHI that is maintained electronically in one or more Designated Record Sets. An individual also may choose to direct the Plan to transmit such copy to an entity or person designated by the individual, provided that any such choice is clear, conspicuous and specific. The Plan shall provide this requested PHI in the format requested by the individual, if it is readily producible in such form or format; or, if not, in an electronic form or format agreed to by the Plan and the individual. To the extent possible, the information must be provided as a machine readable copying in a standard digital format that can be processed and analyzed by a computer (e.g. Microsoft Word, Excel, text, HTML or text-based PDF). The Plan shall use reasonable safeguards in providing the individual with the electronic copy of his or her PHI consistent with

HIPAA. An individual also may direct the Plan, in a written statement signed by him or her, to transmit a paper or electronic copy of your PHI to an entity or person designated by him or her, provided that any such choice is clear, conspicuous and specific (e.g. clearly identifies the designated person and where to send a copy of your PHI).

- (h) The Contact Person will follow the Documentation Procedure.

Section 4.2 Right to Amend PHI. Under HIPAA, each Participant has the right to request an amendment to his or her own PHI that the Plan (or the Plan's Business Associates) maintains in Designated Record Sets. A Participant (or the minor Participant's parent or Participant's personal representative) may request to amend PHI by providing the Contact Person with a written request to amend PHI, which includes the reason to support the requested amendments. Upon receipt of a written request to amend PHI, the Contact Person will take each of the following steps:

- (a) The Contact Person will follow the Verification Procedure.
- (b) The Contact Person will review the disclosure request to determine whether the PHI at issue is held in the individual's Designated Record Set. If the requested information does not appear in the individual's Designated Record Set, the Contact Person will contact the Privacy Officer.
- (c) The Contact Person will review the request for amendment to determine whether the information would be accessible under HIPAA's right to access. If there is any question about whether one of these exceptions applies, the Contact Person shall consult with the Privacy Officer.
- (d) The Contact Person will review the request for amendment to determine whether the amendment is appropriate – that is, determine whether the information in the Designated Record Set is accurate and complete without the amendment.
- (e) The Contact Person will respond to a request for amendment within 60 days by informing the individual in writing that the amendment will be made or that the request is denied. If a determination cannot be made within the 60-day period, the deadline may be extended for 30 days by providing written notice to the Participant within the original 60-day period of the reasons for the extension and the date by which the Employer will respond.
- (f) A request for amendment may be denied if:
- the PHI was not created by the Plan, unless the originator of the PHI is no longer available to act on the requested amendment;
 - the PHI is not part of the Designated Record Set;
 - the PHI is otherwise unavailable for inspection under HIPAA (for the reasons specified in Section 4.1(c) above); or
 - the PHI is accurate and complete.

(g) The denial of a Participant's request to amend PHI will include:

- the basis for denial;
- the Participant's right to submit a written statement disagreeing with the denial and how to file such a statement;
- the Participant's right to request that the request for amendment and the denial be included in future disclosures of PHI; and
- a statement of how the individual may file a complaint concerning the denial.

(h) If a request for amendment or correction has been denied, the Plan will permit the Participant to submit a statement disagreeing with the denial and the basis for the denial. A written rebuttal to the Participant's statement of disagreement may be prepared and a copy of the rebuttal will be provided to the Participant.

(i) When an amendment is accepted, the Contact Person will make the change in the Participant's Designated Record Set and provide appropriate notice to the requesting party and all persons or entities listed on the requesting party's request for amendment form, if any, and also provide notice of the amendment to any person who is known to have the particular record and who may rely on the uncorrected information to the detriment of the Participant.

(j) All requests for amendment or correction, denials, statements of disagreement, and rebuttals become part of the Designated Record Set maintained by the Plan.

Section 4.3 Request for an Accounting of Disclosure of PHI

Under HIPAA, a Participant has the right to obtain an accounting of certain disclosures of his or her own PHI. Upon receiving a request from a Participant (or the parent of a minor-child Participant or the Participant's personal representative) for an accounting of disclosures, the Contact Person will take each of the following steps:

(a) The Contact Person will follow the Verification Procedure.

(b) The Contact Person will determine if the Participant requesting the accounting has already received one accounting within the 12-month period immediately preceding the date of receipt of the current request. Second and subsequent requests in a 12-month period will be subject to actual fees related to preparing, copying, and mailing such requests. When second and subsequent requests are received, the Contact Person will notify the Participant of the cost and provide an opportunity to withdraw the request.

(c) The Contact Person will respond to an accounting request within 60 days. If the accounting cannot be provided within 60 days, the deadline may be extended for 30 days by providing notice to the Participant within the original 60-day period of the reasons for the extension and the date by which the Employer will respond.

(d) The accounting will include disclosures (but not uses) of the requesting Participant's PHI made by the Plan and any of its Business Associates during the period requested by the Participant up to six years prior to the request. The accounting will not include disclosures made:

- prior to April 14, 2003 (i.e. HIPAA's compliance date);
- to carry out treatment, payment, or health care operations;
- to the Participant about his or her own PHI;
- incident to an otherwise permitted use or disclosure;
- pursuant to an Authorization;
- for purposes of creation of a facility directory or to persons involved in the Participant's care or other notification purposes;
- as part of a limited data set (as defined by HIPAA); or
- for other national security or law enforcement purposes.

(e) If any Business Associate of the Plan has the authority to disclose a Participant's PHI, then the Contact Person will coordinate with the Business Associate to obtain an accounting of the Business Associate's disclosures.

(f) The accounting will include the following information for each reportable disclosure of a Participant's PHI:

- date of the disclosure;
- the name of the receiving party;
- a brief description of the information disclosed; and
- a brief statement of the purpose of the disclosure (or a copy of the written request for disclosure, if any).

(g) If the Plan has received a temporary suspension statement from a health oversight agency or a law enforcement official indicating that notice to the individual of disclosures of PHI would be reasonably likely to impede the agency's activities, disclosure may not be required. If the Contact Person receives such a statement, either orally or in writing, the Contact Person must contact the Privacy Officer for more guidance.

(h) The Contact Person will follow the Documentation Procedure.

(i) Disclosures to carry out treatment, payment or health care operations generally do not have to be included in an accounting. However, ARRA creates an exception to this general

rule and provides that an accounting of disclosures to carry out treatment, payment or health care operations is required if the Plan uses Electronic Health Records (EHR). There is a delayed effective date for such accounting provisions under the ARRA until additional guidance has been issued. The Plan will comply with such EHR accounting requirements only to the extent applicable to it under ARRA.

Section 4.4 Request for Confidential Communications.

Participants may request to receive communications regarding their PHI by alternative means or at alternative locations. For example, Participants may ask to be called only at work rather than at home. The Employer will accommodate such a request if the Participant clearly provides information that the disclosure of all or part of that information could endanger the Participant.

An individual requesting alternative communication means or locations must submit the request in writing to the Contact Person. Upon receipt of a request for alternative communications or locations, the Contact Person will take each of the following steps:

- (a) The Contact Person will follow the Verification Procedure.
- (b) The Contact Person or the Privacy Officer will make a determination as to whether or not the request will be accommodated.
- (c) The Contact Person will notify the individual making the request within 60 days as to whether the request will be honored. If the request is denied, the Contact Person will notify the individual in writing as to why the request is being denied.
- (d) All requests for alternative communication means or locations that are approved will be tracked and reviewed before any disclosures are made.
- (e) All approved requests will be communicated to the appropriate third-party administrator to ensure compliance with the approved request.
- (f) All requests and their disposition will be documented to include:
 - date of request for alternative communication means or locations;
 - a description of the reason for alternative communication means or locations; and
 - a statement of the disposition of the request.
- (g) The Contact Person will follow the Documentation Procedure.

Section 4.5 Request for Restrictions on Uses and Disclosures of PHI.

An individual, parent of a minor child, or personal representative has the right to request additional privacy protections for:

- uses or disclosures of PHI about the individual to carry out treatment, payment, or health care operations; and
- disclosures permitted for the involvement of another person in the individual's care and for notification purposes.

The Plan will consider each of these requests. However, the Plan is not required to agree to such restrictions and approvals of such request for restrictions will be made only in limited circumstances as authorized by the Contact Person or the Privacy Officer. Under ARRA, a health care provider, as the covered entity, must honor the request of an individual to not disclose to the Plan any of his or her PHI pertaining solely to health care items or services that such requesting individual pays for out-of-pocket and in full.

An individual choosing to request additional privacy protections must submit the request in writing to the Contact Person. Upon receipt of a request for restrictions, the Contact Person will take each of the following steps:

- (a) The Contact Person will follow the Verification Procedure.
- (b) The Contact Person or the Privacy Officer will make a determination as to whether or not the request will be accommodated.
- (c) The Contact Person will notify the individual making the request within 60 days as to whether the request will be honored. If the request is denied, the Contact Person will notify the individual in writing as to why the request is being denied.
- (d) All requests for restrictions that are approved will be tracked and reviewed before any disclosures are made.
- (e) All approved requests for restrictions will be communicated to the appropriate third-party administrator to ensure compliance with the approved request.
- (f) All requests and their disposition will be documented to include:
 - date of request for restriction;
 - a description of the reason for restriction; and
 - a statement of the disposition of the request.
- (g) The Plan may terminate its agreement to restriction, if:
 - The individual agrees to or requests the termination in writing;
 - The individual orally agrees to the termination and the oral agreement is documented; or

- The Plan informs the individual that it is terminating its agreement to a restriction, but only effective with respect to PHI that is created or received after the Plan has so informed the individual. (Note that a health care provider, with a restriction to not disclose certain PHI to the Plan under the circumstances described in 45 CFR 164.522(a)(1)(vi), may not unilaterally terminate such restriction.)

ARTICLE V DEFINITIONS

Throughout this document, various terms are used repeatedly. These terms have specific and definite meanings and generally have been capitalized throughout this document. Whenever these terms appear, they will have the meanings set forth below or in HIPAA.

Section 5.1 ARRA. The Health Information Technology for Economic and Clinical Health Act which is part of the American Recovery and Reinvestment Act of 2009 and related regulations or guidance promulgated thereunder.

Section 5.2 Authorization. A Participant's written authorization for the use or disclosure of his or her PHI, which satisfies the requirements specified in Section 3.4(b) above.

Section 5.3 Authorized Employee. Any member of the Employer's workforce who has been authorized access to PHI or ePHI by the Employer. The Employer's workforce includes individuals who would be considered part of the workforce under HIPAA such as employees, volunteers, trainees, and other persons whose work performance is under the direct control of the Employer, whether or not they are paid by the Employer. The term "employee" includes all of these types of workers. The Authorized Employees who have been designated as such by the Employer are listed in Section 2.3.

Section 5.4 Breach.

(a) Breach means the acquisition, access, use or disclosure of PHI in a manner not permitted under HIPAA which compromises the security or privacy of such information, except as otherwise provided in paragraph (b) below. For these purposes, the acquisition, access, use or disclosure of PHI in a manner not permitted under HIPAA is presumed to be a breach unless the Plan, or, Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- (1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (2) The unauthorized person who used the PHI or to whom the disclosure was made;
- (3) Whether the PHI was actually acquired or viewed; and
- (4) The extent to which the risk to the PHI has been mitigated.

(b) Notwithstanding the foregoing, the term Breach excludes the following situations:

(1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under authority of the Plan or its Business Associate if such acquisition, access or use was made in good faith and within the scope of authority of the Plan or Business Associate and does not result in further use or disclosure in a manner not permitted under HIPAA.

(2) Any inadvertent disclosure occurs by a person who is authorized to access PHI within the Plan or at the Business Associate to another person authorized to access PHI within the same Plan or at the same Business Associate, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by HIPAA.

(3) A disclosure of PHI where the Plan or Business Associate has a good faith belief that an unauthorized person to whom such PHI is disclosed would not reasonably have been able to retain such information.

Section 5.5 Business Associate. A Business Associate includes:

(a) A person or entity that, to or for the Plan, performs or assists in performing a Plan function or activity involving the use or disclosure of PHI (including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, underwriting, etc.); or

(b) A person or entity that, to or for the Plan, provides legal, accounting, actuarial, consulting, data aggregation, management, administrative, accreditation or financial services, where the performance of such services involves giving the service provider access to PHI.

(c) A subcontractor that creates, receives, maintains or transmit PHI on behalf of the Business Associate.

(d) Such other person or entity described under 45 CFR §160.103.

A Business Associate shall not include the Plan Sponsor to the extent of disclosures made by the Plan (or the health insurance issuer or HMO for the Plan) or the Plan's Business Associate to the extent the Plan Sponsor satisfies the HIPAA Amendment, Employer Certification and all other requirements set forth under 45 CFR §164.504(f).

Section 5.6 Contact Person. The individual designated in Section 2.1 to assist the Privacy Officer with HIPAA compliance.

Section 5.7 DHHS. The United States Department of Health and Human Services.

Section 5.8 De-identified Information. Information that has had 18 specific identifiers removed prior to disclosure and use. The 18 identifiers are as follows:

- (a) Names;
- (b) All geographic subdivisions smaller than a state, aggregated to the level of a five-digit zip code;
- (c) All elements of dates (except year) for dates directly related to an individual, including date of birth (DOB); admission date; discharge date; death; and all ages over 89 and all elements of dates, including year, indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older;
- (d) Telephone numbers;
- (e) Fax numbers;
- (f) E-mail addresses;
- (g) Social Security numbers;
- (h) Medical record numbers;
- (i) Health plan beneficiary numbers such as addresses and social security numbers;
- (j) Account numbers;
- (k) Certificate/license numbers;
- (l) Vehicle identifiers and serial numbers, including license plates;
- (m) Device identifiers and serial numbers;
- (n) Web Universal Resource Locators;
- (o) Internet Protocol addresses;
- (p) Biometric identifiers, including finger and voice prints;
- (q) Full-face photographic images and any comparable images; and
- (r) Any other unique identifying numbers, characteristics, or codes.

Section 5.9 Designated Record Set. A group of records maintained by or for the Plan that includes:

- (a) The enrollment, payment, claims adjudication and case or medical management record of a Participant; and

- (b) Other PHI used, in whole or in part, to make decisions about the Participant.

Section 5.10 Documentation Procedure. When certain uses or disclosures are required to be documented under these Policies and Procedures, the documentation will include:

- the date of the use or disclosure;
- the name of the person who used or disclosed the PHI;
- the name of the entity or person who received the PHI;
- the address of the entity or person who received the PHI;
- a description of the PHI disclosed;
- a statement of the purpose of the disclosure; and
- any other documentation required by these Policies and Procedures.

Section 5.11 Electronic Health Records or EHR. An electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff. The Plan can have EHR if such records are consulted or managed by health care staff working for the Plan who perform activities such as utilization review, disease management and similar health-related activities.

Section 5.12 Employer. Colerain Township and any related entity that participates in the Plan; provided, however, whenever these policies state that the Employer shall take certain action, Colerain Township shall have sole authority to take such action for itself and on behalf of all related entities.

Section 5.13 ePHI or Electronic Protected Health Information. PHI that is transmitted by or maintained in electronic media. Electronic media is defined as (i) electronic storage media material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card); or; (ii) transmission media used to exchange information already in electronic storage media (e.g. internet, extranet, leased lines, dial-up lines, private networks and the physical movement of removable/transportable electronic storage media). Certain transmissions, including of paper, via facsimile, and of voice, via telephone, will not be considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form before the transmission.

Section 5.14 HIPAA. The Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing privacy and security regulations (see 45 CFR Parts 160 through 164), as hereinafter amended.

Section 5.15 Minimum Necessary Standard.

When using or disclosing PHI or when requesting PHI from another Covered Entity, the Plan will make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. To that end, the Contact Person will take each of the following steps:

(a) Comply with any new restrictions on the minimum necessary standards under ARRA.

(b) The Contact Person will identify recurring uses or disclosures and identify the information that is necessary for the purpose of the requested use or disclosure and create a policy that limits each use or disclosure to the minimum amount necessary to accomplish the purpose of the use or disclosure. Authorized Employees will then follow such procedures before any use or disclosure is made.

(c) For all other types of uses or disclosures which are not recurring, the Contact Person will review the request for use or disclosure to ensure that the amount of information requested is the minimum necessary to accomplish the purpose of use or disclosure. Among the factors that may be considered in making such a determination are:

- What is the purpose of the disclosure? This could be relevant if the disclosure is not covered by the minimum necessary standard.
- What is the minimum amount of PHI that can be disclosed to accomplish the purpose of the disclosure?
- Are there standards in other industries or among health care providers as to what amount of information is sufficient to fulfill the intended purpose of the disclosure?
- To what extent would the disclosure increase the number of persons with access to the PHI?
- What is the likelihood of further disclosures?
- Can substantially the same purpose be achieved using de-identified information?
- Is there technology available to limit the amount of PHI disclosed?
- What is the cost, financial or otherwise, of limiting the disclosure?

(d) The Minimum Necessary Standard does not apply to any of the following types of uses or disclosures:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;

- Uses or disclosures authorized by the individual;
- Disclosures made to the Secretary;
- Uses or disclosures required by law; and
- Uses or disclosures required to comply with HIPAA.

Section 5.16 Participant. Any employee of the Employer, his or her covered dependents and any other individual who are or were participating in the Plan.

Section 5.17 PHI or Protected Health Information. Information that:

- (a) is created or received by the Plan;
- (b) relates to (i) the past, present or future physical or mental health or condition of a Participant, (ii) the provision of health care to a Participant, or (iii) the past, present or future payment for the provision of health care to a Participant; and
- (c) identifies the Participant or for which there is a reasonable basis to believe the information can be used to identify the Participant.

Protected health information includes information of persons living or deceased.

Section 5.18 Plan. The group health plans identified on the first page of this document.

Section 5.19 Privacy Officer. HIPAA requires that the Employer appoint a Privacy Officer to ensure compliance with HIPAA. Section 2.1 names the Privacy Officer and describes his or her responsibilities.

Section 5.20 Security Incident. Any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, with respect to ePHI.

Section 5.21 Security Officer. HIPAA requires that the Employer appoint a Security Officer to ensure compliance with HIPAA. Section 2.2 names the Security Officer and describes his or her responsibilities.

Section 5.22 Unsecured PHI. PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of DHHS. On August 24, 2009, DHHS issued guidance regarding the securing of PHI, which can be found at <http://www.hhs.gov/ocr/privacy> (or Federal Register Vol. 74, No. 162, page 42740, Aug. 24, 2009) (which HHS will update annually).

Section 5.23 Use and/or Disclosure of PHI. The use of PHI means sharing, employment application, utilization, examining or analysis of PHI by any person working for or within the Employer or by a Business Associate of the Plan. The disclosure of PHI means any release, transfer, provision of access to or divulging in any other manner of PHI to persons not employed by or working within the Employer.

Section 5.24 Verification Procedure. Authorized Employees will take steps to verify the identity of individuals who request access to PHI. They also will verify the authority of any person to have access to PHI, if the identity or authority of such person is not known. Separate procedures are set forth below for verifying the identity and authority, depending on whether the request is made by the Participant, a parent seeking access to the PHI of his or her minor child, a personal representative, or a public official seeking access, and under some circumstances, phone verification may be acceptable.

(a) **Request Made by a Participant.** When a Participant requests access to his or her own PHI, each of the following steps should be followed:

- The Authorized Employee will request a form of identification from the Participant (e.g. a valid driver's license, passport or other photo identification issued by a government agency).
- The Authorized Employee will verify that the identification matches the identity of the individual requesting access to the PHI. If there are any doubts as to the validity or authenticity of the identification provided or the identity of the individual requesting access to the PHI, the Contact Person or Privacy Officer will be contacted.
- The Authorized Employee will make a copy of the identification provided by the individual and file it with the individual's Designated Record Set.
- Disclosures will be documented in accordance with the Documentation Procedure.

(b) **Request Made by Parent Seeking PHI of Minor Child.** When a parent requests access to the PHI of the parent's minor, un-emancipated child, each of the following steps should be followed:

- The Authorized Employee will seek verification of the person's relationship with the child. The Plan will treat a custodial parent or the legal guardian of the minor as the personal representative of the minor without the necessity of the Affidavit or documentation unless contradictory information is provided by another parent, guardian or person acting in loco parentis. Such verification may take the form of confirming enrollment of the child in the parent's plan as a dependent.
- Disclosures will be documented in accordance with the Documentation Procedure.

(c) Request Made by Personal Representative. When a personal representative requests access to a Participant's PHI, each of the following steps should be followed:

- The Authorized Employee will request that an Affidavit of Personal Representation (the "Affidavit") be completed along with satisfactory documentation of the personal representation. Satisfactory documentation means:
 - A statement appointing a personal representative completed by the adult or emancipated minor who is the subject of the Affidavit;
 - A court order; or
 - Any other documentation or designation deemed satisfactory by the Privacy Officer.
- If there are any questions about the validity of this documentation, the Contact Person or Privacy Officer will be contacted.
- The Authorized Employee will make a copy of the documentation provided and file it with the Participant's Designated Record Set.
- Disclosures will be documented in accordance with the Documentation Procedure.

(d) Request Made by Personal Representatives of Deceased Individuals. It is the policy of the Plan to protect the PHI of a deceased individual to the same extent as all other PHI. An executor or administrator or other person who under applicable law has authority to act on behalf of a deceased individual or the estate of the individual will be recognized by the Plan as a personal representative of such deceased individual or estate upon completing the Affidavit and attaching acceptable documentation. Acceptable documentation will be considered a court order appointing the person as executor or administrator, letters testamentary or similar evidence of authority. The Privacy Officer will approve the acceptability of the Affidavit and other documentation from an executor, administrator or similar individual. Once approved, the Affidavit and related documentation will be filed by the Privacy Officer. Disclosures will be documented in accordance with the Documentation Procedure.

(e) Request Made by Public Official. If a public official requests access to PHI, and if the request is for one of the purposes set forth in Sections 3.2(b) or (c) regarding mandatory or permissive disclosures of PHI, each of the following steps should be followed to verify the official's identity and authority:

- If the request is made in person, the Authorized Employee will request presentation of an agency identification badge, other official credentials, or other proof of government status. The Authorized Employee will make a copy of the identification provided and file it with the individual's Designated Record Set.

- If the request is in writing, the Authorized Employee will verify that the request is on the appropriate government letterhead.
- If the request is by a person purporting to act on behalf of a public official, the Authorized Employee will request a written statement on appropriate government letterhead that the person is acting under the government's authority or other evidence or documentation of agency, such as a contract for services, memorandum of understanding, or purchase order, that establishes that the person is acting on behalf of the public official.
- The Authorized Employee will request a written statement of the legal authority under which the information is requested, or, if a written statement would be impracticable, an oral statement of such legal authority. If the individual's request is made pursuant to legal process, warrant, subpoena, order, or other legal process issued by a grand jury or a judicial or administrative tribunal, the Authorized Employee will contact the Legal Department.
- The Authorized Employee will obtain approval for the disclosure from the Contact Person or Privacy Officer.
- Disclosures will be documented in accordance with the Documentation Procedure.

(f) Phone Verifications. PHI disclosure may be made by phone. However, Authorized Employees must use judgment in reasonably relying on representations of authority, as follows:

- (1) If a caller is the individual who is the subject of the PHI, her or his identity should be verified by SSN and validated by confirmation of other identifying elements from the individual's records (e.g., date of birth, street address, ZIP code, etc.) For personal representatives, refer to the Personal Representative Affidavit Form.
- (2) For callers who are spouses, disclosure should only be made to an enrolled spouse for their own PHI or the PHI of un-emancipated children, unless an authorization or Affidavit of Personal Representation is completed.
- (3) For callers who are requesting PHI on emancipated children, an Affidavit of Personal Representation must be completed by the emancipated child.
- (4) For un-emancipated children under the age of 18, the Authorized Employee cannot release PHI except to a parent or legal guardian/personal representative.
- (5) For callers requesting PHI on decedents, the Authorized Employee must check for a Personal Representative Affidavit and verify identity.

- (6) The Authorized Employee must use judgment to ensure his or her reliance on the caller's identity is reasonable. If the Authorized Employee refuses to release PHI, he or she may tell the caller any steps he or she can take to obtain the PHI (i.e. file an Affidavit of Personal Representation, obtain an authorization, put their request in writing for further information).
- (7) Any request for written information from a caller should be put in writing and approved by the Privacy Officer before disclosure.
- (8) Claim status, claim inquiry or benefit inquiry calls from health care providers should first be referred to the appropriate third party administrator. If the third party administrator is unable to assist the SSN of the participant should be verified and validated by confirmation of two other identifying elements (e.g., date of birth, street address, ZIP code, etc.)
- (9) If the Authorized Employee is aware of the caller's identity and authority to access PHI, via their status as a covered entity, a Business Associate or subcontractor, he or she may disclose PHI in the "ordinary course of business." "Ordinary course of business" means a disclosure, in accordance with the Minimum Necessary Standard, of that type of PHI ordinarily exchanged with the Covered Entity, Business Associate or subcontractor who is known to the Authorized Employee. If the caller is requesting PHI that the Authorized Employee would not ordinarily, on a routine and reoccurring basis, share with the caller, the Authorized Employee should ask for the request to be made in writing along with the purpose for the request, and their authority to make the request.

Original Effective Date for Privacy Rules: April 14, 2003

Original Effective Date for Security Rules: April 21, 2005

Restatement Effective Date: September 23, 2013

ITEM 1

HIPAA SECURITY STANDARDS

HIPAA security regulations require that a covered entity (e.g. a group health plan) satisfy (i) administrative, (ii) physical, (iii) technical, (iv) organizational, and (v) policies and procedures and documentation requirements with respect to any ePHI maintained or transmitted by a covered entity. This Attachment 1 sets forth the Security Standards and Implementation Specifications under HIPAA's Security Regulations that a covered entity must (or under limited circumstances, may) implement to satisfy its security obligations with respect to ePHI.¹

Administrative Safeguards

The following security standards for administrative safeguards require certain administrative actions and policies and procedures to manage the selection, development, implementation and maintenance of security measures to protect ePHI and also to manage the conduct of the covered entity's workforce in relation to the protection of that information.

Standard: Security Management Process

This standard requires the covered entity to implement policies and procedures to prevent, detect, contain, and correct security violations.

Implementation Specification	Required or Addressable	Description
Risk Analysis	Required	Make an accurate and thorough assessment of potential risks and vulnerabilities to confidentiality, integrity, and availability of ePHI held by the covered entity.
Risk Management	Required	Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level.
Sanction Policy	Required	Apply appropriate sanctions against workforce members who fail to comply with the security policies and procedures of the covered entity.
Information System Activity Review	Required	Implement procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports.

¹ The implementation specifications under the HIPAA security regulations are identified as required or addressable. If an implementation specification is designated as required, then a covered entity must implement it with respect to ePHI that is maintained or transmitted by the covered entity. If an implementation specification is designated as addressable, then the covered entity must determine whether the specification is a reasonable and appropriate safeguard in its particular security framework. The security regulations set out a very specific process that a covered entity must follow before it can decide not to implement an addressable implementation specification. See 45 CFR 164.306 for more detail.

Standard: Assigned Security Responsibility

This standard requires the covered entity to identify the security official who is responsible for the development and implementation of the required policies and procedures.

Standard: Workforce Security

This standard requires the covered entity to implement policies and procedures to ensure that all members of the covered entity's workforce have appropriate access to ePHI and to prevent those workforce members who should not have access to ePHI from obtaining access.

Implementation Specification	Required or Addressable	Description
Authorization and/or Supervision	Addressable	Implement procedures for the authorization and/or supervision of workforce members who work with ePHI or who work in locations where it might be accessed.
Workforce Clearance Procedure	Addressable	Implement procedures to determine that a workforce member's access to ePHI is appropriate.
Termination Procedures	Addressable	Implement procedures to terminate access to ePHI when the employment of a workforce member ends, or when it is determined that it is not appropriate for a certain workforce member to have access to ePHI.

Standard: Information Access Management

This standard requires the covered entity to implement policies and procedures for authorizing appropriate access to ePHI.

Implementation Specification	Required or Addressable	Description
Isolate Health Care Clearinghouse Functions	Required	If a health care clearinghouse is part of a larger organization, the clearinghouse must implement policies and procedures that protect the ePHI of the clearinghouse from unauthorized access by the rest of the organization.
Access Authorization	Addressable	Implement policies and procedures to grant access to ePHI, for example, through access to a workstation, transaction, program, process or other mechanism.
Access Establishment and Modification	Addressable	Implement policies and procedures that, based upon the entity's access authorization policies, establish, document, review, and modify a user's right of access to a workstation, transaction, program or process.

Standard: Security Awareness and Training

This standard requires the covered entity to implement a security awareness and training program for all members of the covered entity's workforce (including management).

Implementation Specification	Required or Addressable	Description
Security Reminders	Addressable	Implement procedures to distribute periodic security updates.
Protection from Malicious Software	Addressable	Implement procedures to guard against, detect, and report malicious software.
Login Monitoring	Addressable	Implement procedures to monitor login attempts and to report discrepancies.
Password Management	Addressable	Implement procedures to create, change, and safeguard passwords.

Standard: Security Incident Procedures

This standard requires the covered entity to implement policies and procedures to address security incidents.

Implementation Specification	Required or Addressable	Description
Response and Reporting	Required	Identify and respond to suspected or known security incidents; mitigate, to the extent practicable, harmful effects of security incidents that are known to the covered entity; and document security incidents and their outcomes.

Standard: Contingency Plan

This standard requires the covered entity to establish (and implement as needed) policies and procedures to respond to an emergency or other occurrence (for example, fire, vandalism, system failure, or natural disaster) that damages systems that contain ePHI.

Implementation Specification	Required or Addressable	Description
Data Backup Plan	Required	Establish and implement procedures to create and maintain retrievable, exact copies of ePHI.
Disaster Recovery Plan	Required	Establish (and implement as needed) procedures to restore any loss of data.
Emergency Mode Operation Plan	Required	Establish (and implement as needed) procedures to enable continuation of critical business processes for protection of the security of ePHI while operating in emergency mode.
Testing and Revision Procedures	Addressable	Implement procedures for periodic testing and revision of contingency plan.
Applications and Data Criticality Analysis	Addressable	Assess the relative criticality of specific applications and data in support of other contingency plan components.

Standard: Evaluation

This standard requires the covered entity to perform a periodic technical and nontechnical evaluation of security, based initially on the standards implemented under the security rule and, subsequently, in response to environmental or operational changes that effect the security of ePHI, to establish the extent to which the covered entity's security policies and procedures comply with the requirements of the security rule.

Standard: Business Associate Contracts and Other Arrangements

Under this standard, a covered entity may permit a business associate to create, receive, maintain, or transmit ePHI on the covered entity's behalf only if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information in accordance with the applicable provisions of the security rule.

Implementation Specification	Required or Addressable	Description
Written Contract or Other Arrangement	Required	Document the business associate's satisfactory assurances through a written contract or other arrangement that meets the requirements of the security rule.

Physical Safeguards

The following security standards for physical safeguards require physical measures, policies and procedures to protect a covered entity's electronic information systems, and related buildings and equipment, from natural and environmental hazards and unauthorized intrusion.

Standard: Facility Access Controls

This standard requires a covered entity to implement policies and procedures to limit physical access to the covered entity's electronic information systems and the facilities in which they are housed, while ensuring that properly authorized access is allowed.

Implementation Specification	Required or Addressable	Description
Contingency Operations	Addressable	Establish (and implement as needed) procedures that allow facility access in support of restoration of lost data under the disaster recovery plan and emergency mode operation plan.
Facility Security Plan	Addressable	Implement policies and procedures to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft.
Access Control and Validation Procedures	Addressable	Implement procedures based on a person's role or function to control and validate his or her access to facilities, including visitor control and control of access to software programs for testing and revision.
Maintenance Records	Addressable	Implement policies and procedures to document repairs and modifications to the physical components of a facility that are related to security (for example, hardware, walls, doors, and locks).

Standard: Workstation Use

This standard requires the covered entity to implement policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access ePHI.

Standard: Workstation Security

This standard requires the covered entity to implement physical safeguards for all workstations that access ePHI to restrict access to authorized persons.

Standard: Device and Media Controls

This standard requires the covered entity to implement policies and procedures to govern a facility's receipt and removal of hardware and electronic media that contain ePHI and the movement of these items into, out of, and within the facility.

Implementation Specification	Required or Addressable	Description
Disposal	Required	Implement policies and procedures to address the final disposition of ePHI, and/or the hardware or electronic media on which it is stored.
Media Re-Use	Required	Implement procedures for removal of ePHI from electronic media before the media are made available for re-use.
Accountability	Addressable	Maintain a record of the movements of hardware and electronic media and any person responsible therefor.
Data Backup and Storage	Addressable	Create a retrievable, exact copy of ePHI, when needed, before movement of equipment.

Technical Safeguards

The following security standards for technical safeguards address the policies and procedures for the use of technology in a manner that protects ePHI and controls access to ePHI.

Standard: Access Control

This standard requires the covered entity to implement technical policies and procedures for electronic information systems that maintain ePHI to allow access only to those persons or software programs that have been granted access rights.

Implementation Specification	Required or Addressable	Description
Unique User Identification	Required	Assign a unique user name and/or number for identifying and tracking user identity.
Emergency Access	Required	Establish (and implement as needed) procedures for obtaining necessary ePHI during an emergency.
Automatic Logoff	Addressable	Implement electronic procedures that terminate an electronic session after a pre-determined time of inactivity.
Encryption and Decryption	Addressable	Implement a mechanism to encrypt and decrypt ePHI.

Standard: Audit Control

This standard requires the covered entity to implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use ePHI.

Standard: Integrity

This standard requires the covered entity to implement policies and procedures to protect ePHI from improper alteration or destruction.

Implementation Specification	Required or Addressable	Description
Mechanism to Authenticate ePHI	Addressable	Implement electronic mechanisms to corroborate that ePHI has not been altered or destroyed in an unauthorized manner.

Standard: Person or Entity Authentication

This standard requires the covered entity to implement procedures to verify that a person or entity seeking access to ePHI is the one claimed.

Standard: Transmission Security

This standard requires the covered entity to implement technical security measures to guard against unauthorized access to ePHI that is being transmitted over an electronic communications network.

Implementation Specification	Required or Addressable	Description
Integrity Controls	Addressable	Implement security measures to ensure that electronically transmitted ePHI is not improperly modified without detection.
Encryption	Addressable	Implement a mechanism to encrypt ePHI whenever it is deemed appropriate.

Organizational Requirements

The following security standards establish what a covered entity is required to do if it will allow a business associate to create, receive, maintain, or transmit ePHI, and what a group health plan must do if it will allow the plan sponsor to create, receive, maintain, or transmit ePHI.

Standard: Business Associate Contracts or Other Arrangements

Implementation Specification	Required or Addressable	Description
Business Associate Contracts or Other Arrangements	Required	Covered entity may not permit a business associate to create, receive, maintain, or transmit ePHI on the covered entity's behalf without a business associate contract (or, in limited cases, another arrangement)

Standard: Requirements for Group Health Plans

Implementation Specification	Required or Addressable	Description
Administrative, Physical, and Technical Safeguards; Agents and Subcontractors; Adequate Separation; Report	Required	A group health plan may not disclose ePHI to the plan sponsor unless the plan document has been amended to require that the sponsor implement certain safeguards and take certain other steps

Policies and Procedures and Documentation

Standard: Policies and Procedures

This standard requires the covered entity to implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the security rule.

Standard: Documentation

This standard requires the covered entity to maintain the policies and procedures implemented to comply with the security rule in written form (which may be electronic) and, if an action, activity, or assessment is required by the security rule to be documented, the covered entity must maintain a written record (which may be electronic) of the action, activity, or assessment.

Implementation Specification	Required or Addressable	Description
Time Limit	Required	Retain documentation required by this standard for six years from the date of its creation or the date it was last in effect, whichever is later.
Availability	Required	Make documentation available to those persons responsible for implementing the procedures to which the documentation pertains
Update	Required	Review documentation periodically and update as needed in response to environmental or operational changes affecting the security of the ePHI

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Volunteer position applying for:		Date:
Last name:	First name:	Middle:
Address:		
City:	State:	Zip:
Phone #:	Email:	T-shirt size:
Date of Birth:	Driver's License #:	Gender:

First Name:		Last Name:	
Street:		State:	Zip:
Cell:	Work:		Home/Other:
Relationship:			
First Name:		Last Name:	
Street:		State:	Zip:
Cell:	Work:		Home/Other:
Relationship:			

[illegible]

I would like to serve up to _____ hours per (Circle one) Week Month Year

My Interest as a volunteer is: (Circle all that apply)

Interests:	Day Camp Assistance	Conservation Programs	General Maintenance
	Citizen's Fire Academy	Photography	Scout/Youth Project
	Citizen's Police Academy	Dog Park	Craft preparation for programs
	Mapping	Painting	Public Programming Assistance
	Special Events	Clerical Assistance	Trail Work
	Memorial Tree Care	Gardening/Landscaping	Park Clean-up
	Recreation	Stewardship	Anything – No Preference

Please tell us more about your interests as a volunteer, your experience, or anything else you want us to

know: _____

Talents/Licenses:

Artist	Educator	Master Gardener
Public Speaking	Working with Children	Musician
Computer Skills	Photography	Other: _____

Consent

I understand that I am not an employee of Colerain Township and that any duties I perform are as a volunteer. I understand that I will not be reimbursed for mileage or any other expenses. I agree to abide by the policies and procedures set forth by Colerain Township while performing my assigned work duties. Some volunteer assignments require a background check, including fingerprinting. If applying for such a position, I understand I will be notified of this fact and will be required to give Colerain Township permission to have this done. I recognize there are certain risks of injury as a result of my (or my child's) participation in this volunteer activity. I agree to assume the full risk of any injuries, damages, or loss which I (or my child may) sustain as a result of participating in any of the activities connected with or associated with this program, or products provided, including allergic reactions to foods consumed. I agree to waive and relinquish all claims I may have, as a result of my (or my child's) participation in this program, against Colerain Township and their agents, employees, and volunteers and against any co-sponsors of the program. I understand that neither Colerain Township, its staff, nor its volunteers assume responsibility for accident or injury to participants during this activity. Colerain Township Staff photographers may document the programs and events. Colerain Township reserves the right to use photographs of participants taken for the purposes of advertising and promoting its programs. I agree to these conditions.

Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Colerain Township considers applications without regard to race, color, religion, creed, sex, national origin, disability, sexual orientation, citizenship status or any other legally protected status. The Township reserves the right to utilize, or not utilize, the services of volunteers.

Please note that your social security number will be required to properly complete any background checks.

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract with PNC for Commercial Card Program

Recommend approval of all consent agenda items.

Rationale:



PNC COMMERCIAL CARD PROGRAM AUTHORIZATION AND AGREEMENT

Authorization and Agreement

This PNC Commercial Card Program Authorization and Agreement (including any Exhibits or Addenda attached hereto, this "Authorization") is made by and between Colerain Township (individually and collectively, if more than one, the "Company") and PNC Bank, National Association ("PNC") and shall become effective upon the later of the execution dates (the "Effective Date") set forth on the signature page hereof. The Company hereby acknowledges receipt of, and agrees to be legally bound by, the PNC Commercial Card Program Terms and Conditions (version October 2018) (as amended in accordance with the terms of the Agreement, defined below, the "Program Terms"), which, together with this Authorization, set forth the terms and conditions under which PNC will extend credit to the Company by establishing one or more commercial card programs using the Visa network for the Company as detailed in Section 2 (individually and collectively, if more than one, the "Program"). This Authorization and the Program Terms constitute the agreement of the parties related to the Program (as amended, modified or supplemented from time to time, the "Agreement"). Capitalized terms used but not defined in this Authorization have the meanings given to them in the Program Terms. The Company agrees that the (i) Company shall pay to PNC all amounts outstanding from time to time under each Program in accordance with the Agreement and (ii) obligations of each Company who signs this Authorization shall be joint and several.

The Company and PNC, intending to be legally bound, hereby agree as follows:

1. **Company Credit Limit.** The maximum aggregate Company Credit Limit available to the Company for (i) the Program, (ii) any other commercial card program the Company may have with PNC, and (iii) any program the Company may have on PNC's ActivePay Private Network", is as follows:

Company Credit Limit: **\$450,000.00**

2. **Program.** The Company has selected, and PNC has agreed to provide, the following Program(s) with the respective billing terms and incentives set forth below (check and complete as applicable):

(i) ☒ **Company Bill Program**

- (a) **Billing Cycle:** 30 days
- (b) **Company Bill Payment Due Date:** 7 days after Statement Date
- (c) **Incentives (check one):** ☒ Rebate (see attached Rebate Schedule)
☐ N/A Commercial Card Rewards - Company earns points at a rate of points per \$1.00 (see attached Rewards Terms)

(ii) ☐ **N/A Cardholder Bill Program**

- (a) **Billing Cycle:** days
- (b) **Cardholder Bill Payment Due Date:** days after Statement Date
- (c) **Cardholder Past Due Payment Due Date:** days after Cardholder Bill Payment Due Date
- (d) **Company Contingent Payment Due Date:** days after Cardholder Bill Payment Due Date
- (e) **Incentives (check one)**
☐ Rebate (see attached Rebate Schedule)
☐ Commercial Card Rewards - Cardholder earns points at a rate of points per \$1.00 (see attached Rewards Terms)

3. **Collateral.** All of the obligations of the Company under the Agreement are intended to be secured by the property described in any collateral security documents executed and delivered to PNC in connection with the Agreement or that previously may have been or may in the future be executed and delivered to PNC, or an agent acting on behalf of PNC, to secure any obligations of the Company to PNC; provided, however, the Collateral is not intended to include real property, and the applicability of any lien on such real property is hereby disclaimed by PNC, unless expressly provided otherwise below.

4. **Additional Collateral.** In addition to the collateral granted in the collateral documents referenced above and any other collateral referenced elsewhere in the Agreement, the Program is secured by the following collateral, if any, as indicated below:

(i) **Accounts (check if applicable):** _____ MMDA _____ CD _____ Savings Account _____ Investment Account

If checked above, at all times, the Company's obligations under the Agreement shall be secured by a first priority perfected lien on a certificate of deposit, money market deposit account, savings account or investment account, as applicable, issued by or maintained at PNC (the "**Collateral Account**"), all pursuant to and as more fully described in a pledge agreement in form and substance acceptable to PNC (the "**Pledge Agreement**"). If at any time the value of the Collateral Account is less than the amount required by the Pledge Agreement or related loan document (or, if no amount is specified, the Company Credit Limit), then the Company shall immediately pledge additional collateral to PNC of sufficient value to meet the value requirements for the Collateral Account. In addition to any other default described in the Agreement, it shall be a default under the Agreement if: (a) PNC ceases to have a first priority perfected lien and security interest in the Collateral Account; or (b) any default or event of default occurs under the Pledge Agreement.

(ii) **Letter of Credit (check if applicable):** _____

If checked above, at all times, the Company's obligations under the Agreement shall be secured by an irrevocable unconditional letter of credit in favor of PNC in the face amount of the Company Credit Limit in form and substance and issued by a bank acceptable to PNC (the "**Letter of Credit**"). In addition to any other default described in the Agreement, it shall be a default under the Agreement if: (a) the Letter of Credit ceases to be in full force and effect; or (b) PNC receives a notice from the issuer of the Letter of Credit stating that it will not extend the expiration date of the Letter of Credit for an additional period beyond its then current expiry date and the Company does not deliver to PNC a replacement Letter of Credit, in form and substance and issued by a bank acceptable to PNC, on or before thirty (30) days prior to the then current expiry date of the Letter of Credit. In addition to any other remedies provided in the Agreement, upon the occurrence of a default under the Agreement, PNC may draw on the Letter of Credit.

(iii) **Other (check if applicable and describe):** _____

5. **Fees.** The attached Fee Schedule lists the fees that will be assessed, as applicable, to the Program.

6. **Cash Advances.** As of the Effective Date, the Company _____ has _____ has not (check as applicable; failure to check either blank shall be deemed an election by the Company to not allow cash advances) elected to allow cash advances. Such election may be changed by the Company after the Effective Date by providing notice to PNC in accordance with the terms of the Agreement and without the need for a written amendment to the Agreement.

7. **Initial Designated Affiliates.** As of the Effective Date, the Company desires to name the following subsidiaries and/or affiliates as "Designated Affiliates" under the Program, subject to approval by PNC. The Company may add or eliminate Designated Affiliates with approval from PNC after the Effective Date by providing notice to PNC in accordance with the terms of the Agreement and without the need for a written amendment to the Agreement.

Designated Affiliates

8. **Use of Electronic Signatures and Records.** At PNC's option, electronic records and signatures may be used in connection with the Agreement. See the Program Terms for details.

9. **Revisions to Program Terms.** The Program Terms are hereby revised as follows:

- (i) **Indemnification.** Section 16 is hereby amended and restated in its entirety to read as follows:

The Company agrees to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment in connection with or arising out of matters referred to in the Agreement, the use of the Cards, and the Program including on any and all claims, damages, losses, liabilities and expenses to PNC, provided, however, that the foregoing liability agreement shall not apply to any claims, damages, losses, liabilities and expenses attributable to the extent of PNC's gross negligence or willful misconduct.

SIGNATURE PAGE

By executing this Signature Page, the undersigned acknowledge that they have read the Agreement and agree to abide and be bound by its terms and conditions.

PNC BANK, NATIONAL ASSOCIATION

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

COLERAIN TOWNSHIP

By: Heather Harlow
(Signature of Authorized Representative)
Print Name: Heather Harlow
Title: fiscal officer
Email Address: hharlow@colerain.org
Telephone Number: 513-385-7500
Date: 12-13-18

Form of Organization (please check):

☐ Corporation ☐ Partnership
☐ Limited liability company
☒ Other (Specify: _____)

The following address will be used by PNC for giving Company notices under the Agreement.

Street Address: 4200 Springdale Road		
City: Cincinnati	State: Ohio	Zip: 45251
Telephone: (513) 923-5003	Facsimile: ()	
Program Administrator Email Address: erandolph@coleraintwp.org		

OFFICER'S CERTIFICATE

The undersigned certifies to PNC that the officer(s)/partner(s)/member(s) who signed this Authorization and any other documents executed in connection with the Agreement or the Program (individually and collectively if more than one, the **"Authorized Representative"**): (i) was authorized and directed to execute and deliver, including to electronically execute and deliver, in the name of and on behalf of Company, this Authorization with PNC, and (ii) has further been authorized by the Company, at any time and from time to time: (A) to obtain financial services and products of any kind from PNC or from any other direct or indirect subsidiary of The PNC Financial Services Group, Inc. (collectively, **"PNC Financial Services Group"**), including but not limited to loans and other products involving the extension of credit and other treasury management services and products; (B) to guarantee the payment and performance of the indebtedness and obligations of other persons or entities to PNC Financial Services Group; (C) to pledge, assign, transfer, mortgage, grant a security interest in or lien on any real or personal property (tangible or intangible) of the Company to or in favor of PNC Financial Services Group as collateral security for the payment and performance of all loans, advances, debts, liabilities, obligations, covenants and duties of the Company or of any other persons or entities to PNC Financial Services Group (whether or not in connection with a guaranty of such other person's or entity's obligations to PNC Financial Services Group); (D) to execute, accept, authorize agreement to and/or deliver to or in favor of, including to electronically execute, accept, authorize agreement to and/or deliver to or in favor of, PNC Financial Services Group such agreements, documents and instruments, required or requested by PNC Financial Services Group in connection with any of the foregoing products, services or actions, including but not limited to loan agreements or other evidence of indebtedness, guaranties, treasury management service agreements, collateral security documents (including but not limited to security agreements, financing statements, pledge agreements, assignments, mortgages or deeds of trust), and any supporting documents required by the terms of any of the foregoing agreements, documents or instruments; all in such form as may be requested by PNC Financial Services Group and any of which may contain a warrant of attorney authorizing PNC Financial Services Group to confess judgment against the Company for all sums due or to become due by the Company to PNC Financial Services Group and/or a provision waiving the right to trial by jury; (E) to execute and deliver to or in favor of, including to electronically execute and deliver to or in favor of, PNC Financial Services Group any amendments, modifications, renewals or supplements of or to any of the foregoing agreements, documents or instruments; (F) to take any other action requested, required or deemed advisable by PNC Financial Services Group in order to effectuate the foregoing; and (G) to delegate the foregoing duties to one or more other representatives of the Company.

The undersigned further certifies that (1) the authority granted herein has been duly authorized by all necessary action on behalf of the Company and does not violate the articles or certificates of incorporation, the by-laws or regulations, or other organizational documents of the Company; and (2) the Authorized Representative holds the office, title or status with the Company specified below the Authorized Representative's signature, the email address and telephone number provided is the Authorized Representative's true and correct email address and telephone number for conducting Company business, and any original signature following the Authorized Representative's name is such person's actual signature.

The authority vested in the Authorized Representative specified herein will remain in full force and effect until a certified copy of a notice revoking or modifying this Company Certification and such authority has been delivered to PNC and PNC has had a reasonable time to act thereon.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands.

*By: 

Print Name: Geoff Mulz

Title: Administrator

Date: 12/14/18

*NOTE: If the Company has more than one officer, member or manager, then the person signing above must be **a second officer, member or manager of the Company** that is someone other than the Authorized Representative who signed the Agreement.

PNC COMMERCIAL CARD PROGRAM AUTHORIZATION AND AGREEMENT



Prepared for
Colerain Township

Fee Schedule¹

Fee Category / Description	Fee
I. Program Configuration	
First Corporate Account per program	Waived
Additional Corporate Accounts per program	\$500 per corporate account (<i>one-time fee</i>)
II. Card Attributes	
Executive Accounts ²	\$295 per year / per cardholder account
Rewards Enrollment	\$75 per year / per cardholder account
Card Design ³	
Standard: PNC standard design w/single color Company logo	\$250 per logo
Customized: Company customized design or multi-color Company logo	\$250 per image upload
File formatting modifications (if applicable)	\$200 per image modification
Custom Card production	\$3 per card
III. Technology	
Visa IntelliLink (<i>ancillary services</i>)	
Compliance Auditor Maintenance	\$100 per month
Compliance Auditor Transaction Fee	\$0.03 per item
Receipt Imaging	\$100 per month / per corporate account
Customized File Development	Pass through at cost with \$4,500 minimum
ActivePay [®] (<i>ancillary services</i>)	
Receipt Imaging via FAX	\$0.18 per page
Receipt Imaging	\$100 per month / per corporate account
Web Services	Customized development cost
Data Transmission Files for Program Management (setup)	Pass through at cost of \$1,000 (<i>one-time fee</i>)
Customized File Development:	
Data File Formatting	Pass through at cost with \$4,000 minimum
Data Archive Retrieval	Pass through at cost with \$5,000 minimum
IV. Transactional	
Commercial Card Alerts (Email or Text) ⁴	\$10 per month / per corporate account
Cash Advance	\$3 or 3% per advance (<i>whichever is greater</i>)
Foreign Exchange ⁵	Exchange Rate + 1%
Late Fee - Company Bill Program	1% of outstanding balance at the following number of days past the next statement close date based on the following program statement cycles: Monthly (or longer) cycle: 15 days Bi-weekly cycle: 10 days Weekly cycle: 5 days
Late Fee - Cardholder Bill Program	\$15 at 31 days past Cardholder Bill Payment Due Date; 2% of outstanding balance at 61 days past Cardholder Bill Payment Due Date

¹ Fee Schedule: This Fee Schedule sets forth the fees that are applicable to PNC's standard commercial card programs. Some of these fees may not apply depending on the attributes of the specific Program.

² Executive Accounts: Annual fee applies when no more than 5% of all cards in the Program are Executive Accounts. If more than 5% of total cards are Executive Accounts, PNC reserves the right to assess a higher annual fee. Benefits for Executive Accounts include the coverages found at pnc.com/commercialcard/benefits plus the following:

Airline Club Annual Membership Fee Credit

– Enrollment by cardholder is required. Each calendar year PNC Visa Executive cardholders are eligible to receive a statement credit for up to \$600 for the annual membership fee to one qualifying US-based airline club. Visa and PNC have no control over the airline club program including, but not limited to, application, approval process or enrollment, fees charged by the airline, and no liability with regard to the airline club program.

Global Entry Application Fee Credit

– Enrollment by the cardholder is required. \$100 statement credit will be processed after the Global Entry program application fee is charged to an eligible PNC Visa Executive card. Visa and PNC have no control over the program including, but not limited to, application, approval process or enrollment, fees charged by CBP, and no liability with regards to the Global Entry program. This benefit includes TSA Pre-Check.

Travel Accident Insurance Coverage up to \$1,000,000

Lost Luggage Insurance Coverage up to \$5,000

Hotel Theft Coverage up to \$1,500

Emergency Evacuation up to \$10,000

24/7 Concierge Service

³ Card Design: Company Logo cards are available 1-2 weeks after design approval. Custom Card designs may take up to 12 weeks for delivery.

⁴ Alerts: Message and data rates may apply to the recipient of the alerts.

⁵ Foreign Exchange Fee: Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.

PNC COMMERCIAL CARD PROGRAM AUTHORIZATION AND AGREEMENT



Prepared for
Colerain Township

Rebate Schedule

PNC is offering the following incentives to the Company, subject to the terms of the Agreement and payments being made on or before the applicable Payment Due Date:

Rebate Incentives:

Annual Dollar Volume *	Standard Transaction Rebate Incentives *
\$5,000,000 and above	130
\$1,000,000 to \$4,999,999	125
\$100,000 to \$999,999	100
\$0 to \$99,999	0

- * Standard Transaction Rebate Incentives are listed in basis points. One basis point equals .0001. The highest Annual Dollar Volume tier achieved for a particular year will determine the applicable Standard Transaction Rebate Incentive that will be applied to all of that year's Annual Dollar Volume for Standard Transactions (the "**Applicable Standard Transaction Rebate Incentive**"). Level III Transactions and Large Ticket Transactions will also earn Rebate Incentives as follows: the portion of Annual Dollar Volume attributed to Level III Transactions for a particular year will earn a Rebate Incentive equal to the lesser of (i) $\frac{1}{2}$ of the Applicable Standard Transaction Rebate Incentive set forth above for that year, or (ii) 92.5 basis points; and the portion of Annual Dollar Volume attributed to Large Ticket Transactions for a particular year will earn a Rebate Incentive equal to the lesser of (A) $\frac{1}{2}$ of the Applicable Standard Transaction Rebate Incentive set forth above for that year, or (B) 72.5 basis points. Transactions falling into any category other than those specifically referenced above are excluded from Annual Dollar Volume and will not earn a Rebate.

As used herein, "**Annual Dollar Volume**" means total Dollar Volume, based on monthly statement cycle activity for statement cycles ending in January through December of each calendar year; "**Dollar Volume**" means the total of Standard Transactions, Level III Transactions and Large Ticket Transactions, each as defined below, under the Program (excluding transactions attributed to Cards that earn rewards points under Rewards Programs or that are issued under other programs not described in the Section of the Authorization entitled "Program") minus returns minus disputed or unauthorized use charges for which the Company has been reimbursed minus cash advances; "**Standard Transactions**" means those transactions for which interchange is paid at Visa's published rate for the Commercial Standard Interchange Reimbursement Fee Program or any other Fee Program paying interchange at a published rate greater¹ than that paid for Level III Transactions; "**Level III Transactions**" means those transactions for which interchange is paid at Visa's published rate for the Commercial Level III Fee Program; "**Large Ticket Transactions**" means those transactions for which interchange is paid at Visa's published rate for the Visa Purchasing Large Ticket Fee Program, in each case in accordance with Visa's published schedules in effect from time to time.

PNC reserves the right, in its sole discretion, to exclude from Annual Dollar Volume any outstanding balances on Cards which are not paid on or before each Payment Due Date.

¹ For purposes of determining whether a particular Fee Program pays interchange at a rate greater than that paid for Level III Transactions, only the portion of the interchange fee expressed as a percentage is considered.

This Rebate Schedule reflects corporate bill and liability for Company Bill Programs, and individual bill and corporate liability for Cardholder Bill Programs. This Rebate Schedule shall remain in effect for a minimum of three (3) years from the Effective Date, subject to PNC's right to amend this Rebate Schedule in accordance with the terms of the Agreement. After such three (3) year period, PNC may amend this Rebate Schedule for any reason, at any time, and from time to time, upon sixty (60) days' prior written notice to the Company. Capitalized terms used but not defined in this Rebate Schedule shall have the meanings given to such terms in the Program Terms.

Rebates are paid on an annual basis on or before February 1 of the following calendar year.

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract with Genesis for HVAC Repair Service

Recommend approval of all consent agenda items.

Rationale:



PO Box 58679
Cincinnati, Ohio 45258

Phone: (513) 574-5222
Fax: (513) 252-2441

PROPOSAL

Customer: Colerain Twp. Administration Bldg.

Location: 4200 Springdale Road, Cincinnati, Ohio 45251

Attn: Dan Schulte

Re: Police Briefing Room (condensate drip)

Date: December 19, 2018

Genesis Mechanical Services will provide labor and material to perform the following repairs in the Briefing Room

Scope of work:

[] Option #1

- Insulate the 2 linear supply air diffusers in the room with duct wrap

Price \$335.00

[☒] Option #2

- Disconnect the flex ductwork from 2 existing Linear air diffusers above the windows
- Leave the existing Linear diffusers in the ceiling and use as return air grills
- Install (2) 2'x2'x10" lay in diffusers in the ceiling with insulated backing. (middle of room)
- Connect with new 10" flex off of the existing duct work

Price \$650.00

Note:

Any other repairs necessary will be quoted at that time.

Work to be performed during normal working hours 7:30am- 4:00 pm Monday thru Friday

Proposal is valid for 30 days

Payment terms: Net 30 days

Customer signature

P.O. / Ref. #

Date 1.2.19

Thank You,

Doug Biehl
Genesis Mechanical Services
(513) 748-7617

OH LIC: 45780
KY LIC: MO4562

This Proposal is subject to your acceptance of the Genesis Mechanical Services Terms and Conditions.

TERMS AND CONDITIONS

These terms and conditions ("Terms"), the attendant proposal ("Proposal"), and all documents incorporated by reference therein, binds Genesis Mechanical Services, Inc. ("Genesis") and the undersigned ("Buyer"), and constitutes the entire agreement ("Agreement") between Buyer and Genesis for the provision of material ("Goods") and labor ("Services") listed on the Proposal (Goods and Services are hereinafter referred to as the "Work"). The terms of this Agreement shall govern the Work, regardless of whether or not this Agreement is referenced in any document issued to Genesis, except to the extent such terms are expressly modified in any document, with written consent of both parties. The terms of this agreement supersede and replace the terms on any other document issued by either party.

1. **Working Hours:** Unless otherwise stated, all Work provided under this Agreement will be performed during the hours of 7:30 A.M. – 4:00 P.M. local time, Monday thru Friday, excluding federal holidays ("Working Hours"). If for any reason Buyer requests Genesis to perform the Work outside of Working Hours, any overtime or additional expenses not included in the Proposal may apply and will be billed to and paid by the Buyer.
2. **Payment Terms:** Terms are net 30 days from date of Genesis's invoice in U.S. currency unless otherwise specified in writing. Invoicing shall occur at the end of each calendar month for the Work rendered in that month or at the end of the delivery of the Work, whichever is earlier. If any payment owed to Genesis hereunder is not made when due, it shall bear interest, at 3% per month or, if less, the maximum rate permitted by law, 60 days from the date on which it is due until it is paid. Genesis shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this Agreement and/or other agreements with Buyer. Buyer shall be liable for all expenses attendant to collection of past due amounts, including reasonable attorney's fees. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges.
3. **Prices:** Unless otherwise specified in writing and subject to Section 1 of these Terms, pricing shall remain in effect for 30 days from the date of the Quote. Genesis reserves the right to revise pricing for the Work provided after the expiration of this period.
4. **Taxes:** Any tax of governmental charge or increase in same hereafter becoming effective increasing the cost to Genesis of selling or delivering the Work, and any tax now in effect or increase in same payable by Genesis because of the sale or delivery of the Work shall be added to the quoted price of the Work.
5. **Confidentiality:** Any confidential or proprietary information Genesis or Buyer received from or through the other party shall be kept confidential by the receiving party and, except as otherwise required by court order or subpoena, shall only be made available to the receiving party's employees or contractors with a functional need for the information in order to carry out the performance of the Agreement between Genesis and Buyer. Confidential and proprietary information shall not include any information publicly available or generally known in Buyer's or Genesis's industry. This covenant shall survive termination of this Agreement indefinitely.
6. **Access to Facilities:** Buyer agrees to grant Genesis on-site access to Buyer's Facilities, as identified and defined in the Proposal, for the purpose of providing the Work. Buyer understands and agrees that any access to Buyer's Facilities by Genesis may affect the performance of Buyer's business. Accordingly, Buyer shall not hold Genesis liable for any losses incurred by Buyer, (without limitation) production loss or other consequential damages, as a result of such authorized access. Buyer shall indemnify Genesis from all third party claims, damages, losses, costs or expense (including reasonable attorney's fees) arising out of or relating to Genesis's access to Buyer's Facilities hereunder, except as may be attributable to Genesis's negligence, reckless conduct, or willful misconduct.
7. **Responsibility:** Genesis shall act as an independent contractor and not as an employee, agent, joint venture or partner of the Buyer. In the event that Genesis acts in close cooperation with members of Buyer's staff, as between Genesis and Buyer, Buyer shall be fully responsible for any portion of Services that are provided by Buyer's employees, consultants, or subcontractors.
8. **Compliance with Laws and Safety Rules:** Genesis shall comply in all material respects and make known to its employees and subcontractors all safety, security, and health rules issued to Genesis by Buyer in writing. Such rules shall be identified in a separate exhibit and incorporated herein by reference. Genesis shall comply in all material respects with all local, state and federal laws, ordinances, orders and regulations applicable to the Services. Buyer shall make available free of charge any safety clothing and equipment that may be necessary in addition to Buyer's stand safety helmet, safety glasses with side shields and safety shoes.
9. **Limited Warranty:** Goods are purchased by Genesis from a third party for resale to Buyer. As a result, the Goods shall carry only the warranty extended by the original manufacturer. Genesis will assign all assignable rights under such warranty to Buyer and reasonably cooperate in the enforcement of any warranty claim. Genesis warrants its workmanship or that of its agents in relation to the Services for a period of one year from the date on which the Services were performed ("Express Labor Warranty"). Buyer

acknowledges that any warranty contained in this Section 9 shall be subject to the limitations in Section 10. Customer shall bear all labor costs associated with the repair or replacement of failed Goods that are outside the scope of this Express Labor Warranty. All warranty labor shall be executed during the Working Hours. This warranty does not extend to any equipment or Goods which have been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY GENESIS AND CAN BE AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY AN OFFICER OF GENESIS. GENESIS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

10. **Limitation of Liability:** BUYER'S EXCLUSIVE REMEDIES HEREUNDER SHALL BE AT GENESIS'S OPTION. REPAIR, REPLACEMENT OF GOODS, REPERFORMANCE OF SERVICES, OR MONEY DAMAGES (AS LIMITED HEREUNDER). GENESIS'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DEFECTS IN THE GOODS OR SERVICES (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE WORK PROVIDED IN RESPECT OF WHICH SUCH CAUSE ARISES, OR AT GENESIS'S OPTION, THE REPAIR, CORRECTION OR REPLACEMENT OF SUCH GOODS OR SERVICES. **IN NO EVENT SHALL GENESIS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE.** THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS. GENESIS SHALL NOT BE LIABLE FOR, AND BUYER ASSUMES LIABILITY FOR, ANY PERSONAL INJURY AND PROPERTY DAMAGE CONNECTED WITH THE HANDLING, TRANSPORTATION, POSSESSION, USE OR RESALE OF THE GOODS. NEITHER TRANSPORTATION CHARGES FOR THE RETURN OF THE GOODS NOR ANY OTHER COSTS NOR CHARGES INCURRED BY BUYER WILL BE PAID BY GENESIS UNLESS AUTHORIZED IN ADVANCE BY GENESIS. IF GENESIS FURNISHES TECHNICAL OR OTHER ADVICE TO BUYER, WHETHER OR NOT AT BUYER'S REQUEST, WITH RESPECT TO BUYER'S EQUIPMENT OR GOODS, SUCH ADVICE SHALL BE MADE IN GOOD FAITH WITH CARE AND TECHNICAL COMPETENCE IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY PRACTICES (BUT NO OTHER WARRANTY OR GUARANTEE), AND BUYER ASSUMES ALL OTHER RISKS OF SUCH ADVICE AND THE RESULTS THEREOF.
11. **Indemnity:** Subject to the limitations set forth in Section 11, Genesis shall defend, protect and be responsible to Buyer its officers, agents, employees, and assigns for and against any and all losses, expenses, liens, claims, demands and causes of action Buyer and all third parties for death, personal injury, property damage or any other liability damages, fines or penalties (except where reimbursement of same is prohibited by applicable law) arising as a direct result of any negligent act, reckless conduct, or willful misconduct performed by Genesis or its employees in the course of work under this agreement, except to the extent such loss, expense, damage, etc. is contributed to by: (a) the negligence, reckless conduct, or willful misconduct in any form of Buyer, its agents, employees and independent sellers directly responsible to them, or (b) defects in, or condition of the premises on which work is to be performed or equipment thereon or materials furnished by Buyer. The foregoing shall apply provided that Buyer has provided to Genesis adequate notice, information and assistance (at Genesis's expense) to enable Genesis to adequately defend itself. LIABILITY SHALL NOT EXTEND TO INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN NO CASE SHALL GENESIS'S LIABILITY HEREIN EXCEED THE AMOUNT SET FORTH IN THE SECTION 10.
12. **Force Majeure:** Genesis shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or unforeseen circumstances of causes beyond Genesis's reasonable control.
13. **Hazardous Material:**
 - a. Buyer represents and warrants that it has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Buyer's Facilities, or within furniture, fixtures, equipment, containers or pipelines in the Buyer's Facilities; or (b) conditions that, to Buyer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.
 - b. Genesis is not responsible for determining whether the Goods or the temperature, humidity and ventilation settings used by Buyer, are appropriate for Buyer and the Buyer's Facilities except as specifically provided in the Proposal.
 - c. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Genesis or others and provide an unsafe condition for the performance of Services, the discovery of the condition shall constitute a cause beyond Genesis's reasonable control and Genesis shall have the right to cease the Services until the area has been made safe by Buyer or Buyer's representative, at Buyer's expense. Genesis shall have the right to terminate this Agreement if Buyer has not fully remediated the unsafe condition within thirty days of discovery.
 - d. Buyer represents and warrants that Buyer has not retained Genesis to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

g. Definitions: For the purposes of this Section 13, the following terms shall mean:

1. "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of the Buyer's Facilities, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of the Buyer's Facilities, or the environment.
 2. "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.
14. **Term, Termination and Suspension of Work:** All time periods for performance of Work are to be treated only as estimates given in good faith. Genesis shall not be liable due to a delay in performance. Genesis reserves the right not to provide Work for and to exclude from the scope of the Agreement equipment which has been subjected to misuse, negligence, accidental damage or unauthorized modification, repair, maintenance or relocation. If a party hereto defaults in its obligations under the Agreement and such default continues for thirty days after written notice thereof is received by the other party, the Agreement or any particular Service may then be terminated for default immediately by the non-defaulting party upon written notice. In no event may Buyer cure late payment more than once in any consecutive twelve month period without the consent of Genesis if written notice of late payment was given at least once during such period. Upon termination, Genesis shall be paid for the Work provided in accordance with the Agreement up to the date of termination of the Agreement or termination of the Work. Buyer may terminate or suspend its order for any or all of the Work covered by the Agreement, provided that Buyer gives Genesis reasonable advance written notice of such termination or suspension and reimburses Genesis for all losses, damages, costs and expenses arising from such termination or suspension.
15. **Acceptance:** Genesis's acceptance of this agreement is expressly conditioned on Buyer's assent to all of the foregoing Standard Terms and Conditions, (a) Any additional or different terms or conditions which may appear in any communication from Buyer (including any purchase order issued by Buyer) are hereby objected to and shall not be effective or binding unless specifically recognized and assented to in writing by an executive officer of Genesis and no such additional or different terms or conditions in any printed form of Buyer shall become part of this agreement despite Genesis's acceptance of the agreement unless such acceptance so specifically recognizes and assents to their inclusion, (b) If Buyer objects to any of the terms stated herein, Buyer shall advise Genesis in writing of the particular objection within ten days of the date of receipt or shall be held to have waived its objections.
16. **General Provisions:** (a) Buyer shall not assign its rights or obligations under the agreement without Genesis's prior written consent, (b) There are no understandings, agreements or representations, express or implied, not specified in the agreement, (c) No action, regardless of form, arising out of transactions under the agreement, may be brought by either party more than two years after the cause of action has occurred, (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Genesis, **REGARDLESS OF THE TERMS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH INCORPORATES CONFLICTING TERMS**, (e) This Agreement is formed and shall be construed, performed and enforced under the internal substantive laws of the State of Ohio, and any dispute with respect to this agreement shall be litigated exclusively in the state and federal courts located in Hamilton County (Cincinnati), Ohio, (f) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.

FISCAL OFFICE REPORT

Department: Administration

Department Head: Heather Harlow, Fiscal Officer

Resolution Requesting the County Auditor Make Advance Payments of Taxes Pursuant to Ohio Revised Code §321.34

Recommend adoption of a resolution requesting the county auditor make advance payments of taxes pursuant to Ohio Revised Code §321.34.

Rationale:

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of January, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Greg Insko, Mr. Raj Rajagopal, Mr. Daniel Unger

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION REQUESTING THE COUNTY AUDITOR MAKE ADVANCE
PAYMENTS OF TAXES PURSUANT TO OHIO REVISED CODE§ 321.34**

Whereas, the Ohio Revised Code allows a taxing authority to request payment from the County Auditor funds derived from taxes or other sources to the County Treasurer, which may be held on account of a local subdivision;

Therefore, be it resolved by the Board of Trustees of Colerain Township, Hamilton County, Ohio:

Section 1. That the Auditor and the Treasurer of Hamilton County in accordance with Ohio Revised Code § 321.34, be requested to draw and pay to Colerain Township upon the written request of Heather E. Harlow, Fiscal Officer, or Emily Randolph, Township Finance Director, to the County Auditor, funds due in any settlement of 2019 derived from taxes or other sources, payable to the County Treasurer to the account of Colerain Township, and lawfully applicable for purposes of the current fiscal year.

Section 2. That the Fiscal Officer of Colerain Township shall forward to the County Auditor a certified copy of this Resolution.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Insko_____, Mr. Rajagopal _____, Mr. Unger _____,

Adopted this ____ day of January, 2019.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Raj Rajagopal, Trustee

Daniel Unger, Trustee

Attest:

Heather E. Harlow,
Fiscal Officer

Resolution approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Fiscal Officer, this ____ day of January, 2019.

Heather E. Harlow,
Colerain Township Fiscal Officer