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*Section 5311 & Title III Application  
and Guide for Fiscal Year 2023*

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### Section 5311 Program

The Surface Transportation Assistance Act authorized the Section 5311 Program. The U.S. Department of Transportation selected the Federal Transit Administration (FTA) for federal liaison and the Governor of South Dakota has designated the South Dakota Department of Transportation (SDDOT) for state administration.

There are two categories of public transportation assistance: 1) administrative costs and 2) operating costs. Administrative costs are reimbursed using 82.82% federal funds; examples are project director salaries, vehicle insurance and secretary and bookkeeper salaries. Operating costs are reimbursed using federal funds to pay 51.76% of the operating deficit (full operating cost minus bus income); examples are driver and dispatcher salaries, oil and fuel costs, bus maintenance and repair costs, licenses and bus barn utilities. One half of the local share for both capital and operating costs must be provided in cash from sources other than federal funds. The other half of the local share may be made up of unrestricted funds from other federal programs. Projects eligible for Section 5311 assistance must benefit residents in non-urban areas of South Dakota with less than 50,000 population.

### Title III-B Program

The Administration for Community Living (ACL) authorizes the Older Americans Act (OAA) Title III B Supportive Services program to make transportation affordable and accessible for people with disabilities, older adults and caregivers to travel to work, volunteer, spend time with family and friends, and engage in their community while living in their homes avoiding institutionalized care. The U.S. Department of Health and Human Services selected the Administration on Aging (AoA) as the federal liaison and the Governor of South Dakota has designated the South Dakota Department of Human Services (SDDHS), Division of Long Term Services and Supports as state liaison.

Older Adults aged 60 and over qualify for rides under Title III B and can contribute back to the transit program by donating at a suggested donation. Any qualifying older individual aged 60 and over cannot be turned away due to inability to pay for their, donations are encouraged, and a suggested donation schedule shall be developed and posted to include the full cost of services by stating the cost per mile or trip. The schedule shall be posted as a public announcement in the transit office, senior center, in the vehicle and printed in brochures and newsletters.

There are two categories of Title III-B assistance: 1) administrative costs and 2) service/operating costs. Examples of administrative costs include director salaries, travel and office supplies. Service/operating cost examples include driver salaries, travel, insurance, oil, fuel, maintenance and repair costs.

Title III-B administrative and service/operating costs are combined into total costs. This total cost is reduced by reimbursements and participant donations equaling net cost. Assistance may be sought using federal/state funds to pay 75% of the net cost. The remaining 25% of net cost must be provided by the applicant in the form of cash match.

Projects eligible for Title III-B assistance may serve people in urbanized and/or non-urbanized areas.

## Technical Assistance

SDDOT and SDDHS intend to assist any prospective applicants in the preparation of applications for projects under this program including those that provide service to predominately low-income and minority populations. Applications prepared with SDDOT and SDDHS assistance will be evaluated on the same basis as those which are not.

Any applicant seeking assistance in preparing an application should contact:

Terri Boyle  
Office of Air, Rail & Transit  
South Dakota Department of Transportation  
700 East Broadway Avenue  
Pierre, South Dakota 57501-2586  
Phone: 605-773-3014  
E-mail: [Terri.Boyle@state.sd.us](mailto:Terri.Boyle@state.sd.us)

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Office of Air, Rail & Transit  
South Dakota Department of Transportation  
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Samantha Dewell  
Division of Long Term Services and  
Supports  
South Dakota Department of Human  
Services  
3800 E. Highway 34  
C/O 500 East Capitol  
Pierre, South Dakota 57501-5070  
Phone: 605-773-3656  
E-Mail: [Samantha.Dewell@state.sd.us](mailto:Samantha.Dewell@state.sd.us)

## Application Instructions

An application must be submitted for each project by the appropriate applicant/grantee. Below are a list of definitions and a list of application submittal requirements that must be included in the application submission. The required submittals are described in greater detail later in this application.

### Definitions

- **Designated State Agency** - SDDOT, Secretariat and SDDHS, Division of Long Term Services and Supports.
- **Applicant/Grantee** - the organization undertaking legal responsibility for carrying out project.
- **Eligible applicants** – State Agencies, Local Public Bodies and Agencies thereof (cities-counties), Indian Tribes and Nonprofit Organizations. Private for-profit providers of service are eligible recipients through purchase of service agreements with a local eligible applicant for the provision of public transportation services.

### Application Submittal Requirements

Required Document	Required if submitting for 5311 Only	Required if submitting for both 5311 / Title III-B	Required if submitting for Title III-B Only
Letter of Transmittal	X	X	X
Application Cover Sheet – Attachment 1	X	X	X
System Description and Level/Use of Service – Attachment 2	X	X	X
Project Description and Justification – Attachment 3	X	X	X
Assurance – Attachment 4	X	X	
Project Budget - Attachment 5	X	X	
Annual Bus Facility Use Certification – Attachment 6	X	X	X
Annual Shop Equipment or Tool Certification – Attachment 7	X	X	X
Annual Vehicle Use Certification – Attachment 8	X	X	X
Published Public Notice	X	X	
Title III-B Assurance – Attachment 10		X	X
Transportation Service Projections - Title III-B Projects – Attachment 11			X
Transportation Objectives and Budget – Title III-B Projects – Attachment 12			X
Indirect Cost Documentation Attachment 13	X	X	

## IMPORTANT SUBMISSION INFORMATION

All applicants requesting Section 5311 funds **only** shall submit applications to the South Dakota Department of Transportation.

All applicants requesting Title III-B funds **only** shall submit applications to the South Dakota Department of Human Services, Division of Long Term Services and Supports.

All applicants requesting **both** Section 5311 and Title III-B funding shall submit **two hard copy originals (No electronic submissions accepted.)** to South Dakota Department of Transportation.

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*Applications are due to SD DOT:*

*June 1, 2022*

Applications not received by the SDDOT imposed deadline will be considered ineligible for consideration. Subrecipients considered non-compliant with grant regulations at the time of project selection may be determined to not have the technical capacity to receive funding.

Any subrecipient considered non-compliant with SDDOT or FTA rules and regulations will be notified of the non-compliance by SDDOT. The subrecipient will have 90 days from the notification date to resolve all non-compliant issues. If the subrecipient fails to resolve compliance issue(s), allocated funding will be redistributed to eligible subrecipients.

Subrecipients will have 90 days to execute the funding agreement provided by the SDDOT. If the subrecipient fails to meet the deadline, the allocated funding will be redistributed to eligible subrecipients.

All subrecipients applying for the above listed funds will be required to complete a Subrecipient Questionnaire. The Subrecipient Questionnaire will be reviewed and ranked to determine the subrecipient's financial risk. Based on the risk assessment, additional technical assistance and monitoring may be required. It may also result in SDDOT making the decision to withhold or not award federal funds to the applicant.

## ATTACHMENTS

Attachment	Title	Pages
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12	Title III-B Transportation – Objective Service Operation Costs Administration Budget Project Summary Project Supporting Budget Schedule Local Match Available Staff Training Plan	 34-37 38-39 40-41 42-43 44 45 46
13	Indirect Cost Documentation	47

### Letter of Transmittal

All applicants are required to have a detailed letter of transmittal describing their purpose for applying for funding and how and why the sub grantee will benefit from receiving funding.

### Attachment 1 Cover Sheet

Each agency is to include a cover sheet to enclose this entire application.

### Attachment 2 System Description and Level and Use of Service

These worksheets allow the applicant to describe system characteristics and service level characteristics.

### Attachment 3 Project Description and Justification

All applications must include a detailed project description and justification which includes information about the applicant's project and is not found elsewhere in the application. The project description and justification must include the following paragraph headings and information for approval:

#### Project Description

This section must include a description of the proposed project, including a summary of any proposed or implemented improvements within the current year and/or expansions or reductions in current service, if applicable. This description must include the following supportive information, but it is not limited to these items:

1. Description of proposed service to all users including general public, low-income, elderly, citizens with disabilities and minority populations.
2. The benefits to all users: general public, low-income, elderly, citizens with disabilities, and minority populations.
3. Current map of service area showing communities served or bus routes.
4. Description of how the general public including low-income, elderly, citizens with disabilities and minority populations will be informed of the service.

#### Project Coordination Initiative

All Section 5311 applicants must submit an update to their 2022 approved locally developed transportation coordination plan. If you are a new applicant a coordination plan is required to be submitted to SDDOT for approval. All past Section 5311 applicants that were required to have an approved coordination plan are not eligible for funding without the submission of their updated coordinated plan by September 30th, 2022. The update should include measurable results for goals in the approved plan, new goals with timeframes along with any other major changes to the plan. Submit this information as a separate submission. For example:

1. Goals completed from prior year.
2. Goals not completed from prior year.
3. Any new goals for application year.
4. Timeframes of these new goals.
5. Identify changes any coordination changes with other agencies.
6. Explain if your service area changed.
7. What previous years goals did not work and why?

While SD DOT will not set a page limit on the update, it is expected to submit more than a couple of paragraphs (2-3 pages minimum). SD DOT will approve updates that fully answer all of the above mentioned questions adequately.

## Public Involvement

This illustrates the extent of public involvement in preparing the application. Any meetings, hearings or public notices pertaining to the application or project must be described.

## Private Enterprise Involvement

This section describes existing private mass transportation companies in the service area to be covered by the project. If the project provides service in competition with or supplementary to service provided by an existing mass transportation company, the description must outline how the project is essential and how the recipient, to the maximum extent feasible, provides for the participation of the private companies. This description shows the project's efforts to include private providers and other forms of private enterprise in the project. A copy of the required public notice must be sent by direct mail to each private and public provider in your service area. The description must include or describe the results of the mailing. If the recipient contracts directly with a private company for the transportation service, this description is not required.

## Provisions for Elderly Persons and Persons with Disabilities and Low-Income or Minority Populations

This section must describe how the needs of the elderly persons and persons with disabilities, especially wheelchair users and semi-ambulatory persons, will be met. The applicant must make every effort to ensure that elderly persons and persons with disabilities will be able to use the public transportation service effectively. In addition, applicants must provide a balanced description of the needs of all users, including low-income or minority users. Applicants are advised that the needs of all populations are to be weighed equally, including those of the general public.

### Attachment 4 Standard Assurance (Section 5311 Applications and Title III-B Applications)

The assurances in attachment 4 for Section 5311 are statements assuring compliance with the laws and administrative requirements described in the attachment. Attachment 4 may simply be reproduced, signed, dated and submitted. However, the submission must use each assurance verbatim.

Before signing the master list of assurances, an applicant is advised to examine the assurances carefully in order to become fully aware of the obligations being undertaken. While the majority of assurances are self-explanatory, others may require referring to the cited Federal Regulations.

### Attachment 5 Project Budget

Each application must include a project budget for each service area. If an area has its own Board of Directors, then a budget will be required. The necessary budget formats are located in Attachment 5 for Section 5311 applicants and in Attachment 12 for Title III-B applicants. All increases from the previous year must be clearly identified for each line item along with supportive justifications for the proposed increases.

### Attachments 6, 7, 8 Annual Certifications

These certifications are required of all applicants if applicable. If a certification is not applicable to an applicant, please write "N/A" on the certification and return it with those certifications that are applicable to the project. All certifications should be returned with the applications.



**Attachment 9  
Public Notice  
(Section 5311 Applications)**

Before the application can be approved by SDDOT, the applicant must publish a public notice offering the opportunity for a public hearing on the proposed Section 5311 project and invite service proposals from private and public transit providers.

The applicant must publish the public notice in newspaper(s) of general circulation in the service area. This notice shall be published at least twice, with the first publication at least ten days before the application is submitted to SDDOT. The public should be given thirty days from the first publication to respond. If a sample cover letter and sample public notice is needed, please contact the SDDOT Transit office.

The applicant must document the results of the public notice. If there is a request for a hearing, SDDOT will publish a notice of intent to hold a public hearing in a newspaper of general circulation in the service area. This notice shall be published at least twice before the public hearing with the first publication occurring not less than thirty days before the date of the hearing. SDDOT will make a transcript of the hearing.

A copy of the PUBLIC NOTICE must be sent by direct mail to all public and private transit or paratransit providers in the proposed service area at the time the notice is sent to the newspaper(s) for publishing. Any response to this mailing must be documented.

**Attachment 10  
Assurance  
(Section 5311 and Title III-B Applications)**

The assurances in attachment 10 for Title III-B are statements assuring compliance with the laws and administrative requirements described in the attachment. Attachment 10 may simply be reproduced, signed, dated and submitted. However, the applicant must use each assurance verbatim.

Before signing the master list of assurances, an applicant is advised to examine the assurances carefully in order to become fully aware of the obligations being undertaken. While the majority of assurances are self-explanatory, others may require referring to the cited Federal Regulations.

**Attachment 11, 12  
Transportation Service Projections  
(Title III-B Applications)**

All Title III-B applications must include completed forms in these sections.

**Attachment 13  
Indirect Cost  
(Section 5311 Application)**

Provide Cost Allocation plan and approval by cognizant agency, if applicable.

**Attachment 1  
Application Cover Sheet  
(Section 5311 and Title III-B)**

**PROJECT PERIOD**

Beginning:

Ending:

**INDICATE FUNDING REQUESTED**

Section 5311

Section 5311/Title III-B

Title III-B

**APPLICANT AGENCY**

Name:

Address:

**The applicant certifies that to the best of its knowledge and belief, the statements in this application are true and correct, and that it will comply with the attached assurances.**

\_\_\_\_\_  
*(Typed Name of Authorized Representative of Board)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
*(Signature of Authorized Person)*

\_\_\_\_\_  
*(Date of Application)*

**CONTACT PERSON FOR QUESTIONS PERTAINING TO THIS APPLICATION**

Name:

Address:

Telephone Number:

E-Mail Address:

**Attachment 2  
System Description  
Section 5311 and Title III-B**

1. Type of service (check all that apply):

- Fixed Route    Demand/Response  
 Deviated Fixed Route

\*If Fixed Route, describe how you meet the requirements of the Americans with Disabilities Act. *You will need to provide a Complementary Paratransit Plan to SDDOT office.*

\*\*If Demand/Response is this:

- Curb-to-curb    Door-to-door  
 Door-through-door    Reservations required\*\*\*

If reservations are required, how far in advance? \_\_\_\_\_

2. Service Area:

Check one:  City       County       Multi-County,       Other (specify):

3. Population:

What is the population of your service area?

4. Connectivity:

Do you connect with other modes of transportation? Check all that apply.

- Urban Public Systems    Airports/Trains  
 Intercity Carriers    Other Rural Operators in Your Region (*please list below*):



**Attachment 2**  
**Level and Use of Service**  
**Section 5311 Applicants**

1. Ridership:  
 Estimate the average number of rides: Per Day \_\_\_\_\_ Per Year \_\_\_\_\_  
 Projected growth or decline in rides over last year: Per Day \_\_\_\_\_ Per Year \_\_\_\_\_
  
2. Passenger Type: **Indicate percent. Must total 100%.**  
 \_\_\_\_\_ Elderly (60 and over)  
 \_\_\_\_\_ Disabled  
 \_\_\_\_\_ General Public  
 \_\_\_\_\_ Youth
  
3. Trip Purpose: **Indicate percent. Must total 100%.**  

_____ Medical	_____ Employment
_____ Nutrition	_____ Social/Recreation
_____ Education	_____ Shopping/Personal
_____ Other (specify)	
  
4. Days/Hours of Service:  
 List days of the week and hours transit provider is in service.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
5. Marketing or Advertising:  
 Explain how people know about or can access the transit provider for service.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
6. Annual Miles of Service:  
 Total annual mileage of all vehicles: \_\_\_\_\_
  
7. What percent of the public transit overall budget is federally subsidized? 0.00% \_\_\_\_\_
  
8. Provide the local match source that will be used to match the Section 5311 funds.  
 \_\_\_\_\_
  
9. Provide an explanation of the economic impact transit provided to the service area.  
 \_\_\_\_\_

**Attachment 3**  
**Project Description and Justification**

Please refer to the attachment description at the beginning of the application regarding project description and justification as required.

Use additional pages as necessary.

**Attachment 4  
Assurance  
(Section 5311 Applications)**

The  hereby assures and certifies to the following:

1. That "special efforts are being made in its service area to provide transportation that people with disabilities, unable to use the recipient's service for the general public, can use. This transportation service shall be reasonable in comparison to the service provided to the general public and shall meet a significant fraction of the actual transportation needs of such persons within a reasonable time."
2. Have the requisite fiscal, managerial, and legal capability to carry out the Section 5311 program and to receive and disburse Federal funds.
3. Some combination of state, local, or private funding sources has been and will be committed to provide the required local share.
4. Have, or will have by the time of delivery, sufficient funds to operate and maintain the vehicles and/or equipment purchased under this project, as applicable.
5. To the maximum extent feasible coordinated with other transportation providers and users, including social service agencies capable of purchasing service.
6. The subrecipient will confirm to the 200CFR Part 200 requirements as it pertains to this funding.

Date:

By: \_\_\_\_\_  
Signature of Authorized Official

**Attachment 5**  
**5311 Project Budget Information**  
**(Section 5311 Applications)**

In preparing Section 5311 project budgets, applicants shall itemize entries under each revenue and expense category. Each entry must outline the proposed increase from the previous year with a justification for the proposed increase in each budget submitted. It is particularly important that the itemization of revenues and expenses be sufficient for SDDOT to verify the calculations of eligible operating expenses, net project cost, local match and eligible Section 5311 assistance.

The budget is developed by Section 5311 applicants on the basis of revenue and expense statements. The budget serves three basic and interrelated purposes:

1. The project budget must fully describe estimated transit operating expenses, the identification of expenses, the application of state and local government funds and other sources of local match, and the resulting eligibility for Section 5311 assistance.
2. To demonstrate the manner in which the eligible expenses are covered by transit operating revenues, state/local government funds, other non-federal income sources, and Section 5311 operating assistance.
3. To demonstrate the required matching of federal funds by a local match. (Throughout this section, the term "local match" is used synonymously with "non-federal share", and may include state funds, county funds, funds provided by regional bodies, certain non-fare box transit revenues, and unrestricted federal funds which are eligible as local match.) For operating assistance, the amount represented as local match must be equal to or greater than the amount of Section 5311 funds requested.

Appropriate documentation in support of the project budget may be provided to demonstrate the proper allocation of revenues to non-operating expenses and such other reconciliations as may be necessary to clarify estimates or projections of financial conditions during the project year. Certification of project budgets based on estimates or projections is not required. Section 5311 funds are disbursed on a reimbursement basis only. The project budget shows estimated Section 5311 funds, but reimbursements are made on all eligible actual costs up to the limiting contract amount.

Use the excel format budget and modify as directed to fit the agency's operations. The budget should match the administrative and operating expenses of the agency.

All expenses applied for in this application are to be directly related to your transit program and shall relate to an actual cost incurred by the organization while providing public transportation for people. If staff works on multiple programs in your organization, you must only submit bills for work related to the transit program.

The project budget submitted in this exhibit contains several basic line items, as follows:

- Eligible Expenses
  - Administrative and Overhead - Some of the more common eligible administrative and overhead expenses are the project director's salary, secretary and bookkeeper salaries, office supplies, office rent, utilities, travel expenses, vehicle insurance, vehicle lease, and training.

- Operating - Eligible operating expenses are fuel, oil, replacement tires, replacement parts, drivers' and mechanics' salaries, dispatcher salaries, and vehicle licenses. Expenses for contractual services directly incidental to the management and operation of transportation services and which are not otherwise reimbursed are also included. In practice, eligible operating expenses are derived as the remainder when various categories of non-eligible expenses are subtracted from total expenses.
- ❖ The following three items are generally **ineligible** for Section 5311 assistance:
  1. Costs of advisory councils, unless prior SDDOT approval has been granted.
  2. Indirect transit-related functions or activities of regional or local entities performed as a normal or direct aspect of general public administration (e.g., expenses of a City Council in considering transit matters).
  3. Expenses for contingencies or capital acquisitions, including contributions to a capital reserve account or fund.
- Bus and Other Income  
**Bus and Other Income must equal or exceed 15% of the total combined administrative and operating project costs.** As indicated above, all funds used to cover eligible operating expenses must be represented in the project budget. This line represents those revenues used to cover eligible expenses. This can include all or part of a service contract.

Revenue items that directly offset transit expenses and which are subtracted from the total project costs to determine net project costs eligible for Section 5311 assistance include:

- All fares must be reported at 100%.
- Interest income earned on working capital.
- Proceeds from the sale of equipment in excess of the depreciated value (Private Operators only).
- Sale of concessions and advertising.
- Cash discounts and refunds that directly offset accrued expenses.
- Insurance claims and reimbursements that directly offset accrued liabilities.
- Net Project Cost
  - Administrative: Net administrative cost equals Total Administrative Costs minus Bus & Other Income. This is the amount of eligible administrative expenses that is eligible to be covered by Section 5311 funds and the required local match funds. The reimbursement for administration expenses shall not exceed 82.82% of net project costs.
  - Operating: Net operating cost equals Total Operating Cost minus Bus and Other Income. This is the amount of eligible operating expenses that is eligible to be covered by Section 5311 funds and the required local match funds. The reimbursement for Operating expenses shall not exceed 51.76% of Net Operating Costs.
- Local Match  
 Local match (i.e., non-federal share) includes all funds that can be used to match Section 5311 funds. The local match must be 17.18% of the net administrative cost and 48.24% of the net operating cost. Local match may include state funds, county funds, contracts, Medicaid, funds provided by regional bodies, non-operating revenues and unrestricted funds from other federal programs.



Non-operating revenues are public grants, service contracts and income generated from other activities of the local agency not directly related to transit vehicle operation and maintenance, such as ferry operations, airport operations and interstate carrier ticket sales.

Unrestricted funds are Federal funds allowed by the Federal agency administering them to be used to match other Federal dollars, such as Title III-B funds. However, the applicant must have documentation that authorization has been received from the Federal agency to use funds for matching purposes.

Project applicants are ultimately responsible for identifying unrestricted funds because they are held accountable by the other federal agencies involved.

- **Section 5311 Funds Requested**  
This is the amount determined to be the estimated Section 5311 share. The estimated Section 5311 share is 82.82% of the net administrative cost and 51.76% of the net operating cost. Total Section 5311 Funds - This amount represents the total of estimated Section 5311 funds requested for administrative plus operating.
- **Summary Of All Funds**  
These amounts summarize the funds breakdown provided in the above budget.
- **Administration and Operating Policies**  
Include copies of administrative and fiscal policies, vehicle operating and maintenance policies and personnel and drivers' training policies **ONLY** if any of these policies have changed since they were provided with your agency's previous year's budget application.
- **Intercity Bus (ICB) Budget Guidance**
  - This amount will be the amount that is spent on Intercity Bus Feeder services. For driver wages, take the total time spent daily on the ICB Feeder route. Multiply that total by number of days the route is driven and multiply that by number by average driver salary. Repeat for fringe.
    - EX: Route take 3 hours, 3 days a week, Driver Wage average = \$15
    - Formula on the ICB tab in Budget Excel.
  - $3*3*52*15 = \$7,020$  ICB driver wages
  - For dispatch/office wages, you will need to check with your dispatch team on how much time they spend daily selling tickets or other ICB related activities. Follow the same formula as ICB Driver wages to find dispatch/office wages.

As stated in the state management plan, the intercity bus provider will be required to perform yearly meetings with all agencies who provide feeder service to ensure the local communities needs are being met. The SDDOT will need to be included in the follow up correspondence outlining the meeting to ensure compliance.

**Attachment 5**  
**Project Budget Summary – Instructions**  
**Projects requesting Section 5311/Title III-B Funds**

**TOTAL PROPOSED BUDGET –**

Line 1 - Enter Proposed Budget Subtotals from Administrative and Operating Budget sheets.

Line 1 - Total Column - Sum of Line 1 Administrative plus Operating Columns.

**BUS AND OTHER INCOME –** The Total in this category must equal or exceed 15% of the Total Proposed Budget. All revenues directly derived from the bus must be identified in this category.

Line 2a - Bus Donations/Fares – Enter estimated donations and fares to be collected. 100% of fares are required to be reported during the month they are received.

Line 2b - Advertising – Enter estimated income from sale of advertisements on the buses.

Line 2c – Medicaid – Enter estimated or projected Medicaid reimbursements.

Line 2d - Bus Contracts – Specify the service contracts to be used to meet or exceed the 15% requirement. Show each contract on a separate line. Add lines if necessary.

Line 2e - Other Local Funds – Specify other income that is used to directly offset transit operating or administration expenses, interest income earned on working capital, insurance claims and reimbursements which directly offset accrued liabilities, sale of equipment, cash discounts and refunds that directly offset accrued expenses, etc.

**TOTAL BUS AND OTHER INCOME**

Line 3 - Sum of Lines 2a through 2e.

Line 3 - Total Column - Sum of Line 3 Administrative plus Operating Columns.

**NET PROJECT COSTS –** This category is the difference between the total proposed budget and those revenues directly coming from the operation of the buses.

Line 4 - Result of Line 1 minus Line 3.

**REQUESTED 5311 FUNDS**

Line 6 - Result of Line 4 times the percentage on Line 5. This is the maximum amount that may be requested and reimbursed in Section 5311 program funds.

Line 6 - Total Column – Sum of Line 6 Administrative plus Operating Columns.

**LOCAL MATCH** – This category is the match requirements for the Section 5311 program – 17.18% of net administrative project costs and 48.24% of net operating project costs.

Match funds may include State funds, county funds, funds provided by regional bodies, non-operating revenues, and unrestricted funds from other federal programs or contracts. Unrestricted funds are Federal funds allowed by the administering agency to be used as match, such as Title III-B funds. The applicant must have documentation that authorization has been received from the Federal agency to use the funds for matching purposes.

Line 7a – Enter the amount of Title III-B Funds being requested. Title III-B funds will be provided at the same level as FY 2022.

Line 7b – Enter state funds received prior year.

Line 7c – Local Funds to be used as local match.

Line 7d – Other Funds to be used as local match.

**REQUIRED LOCAL MATCH**

Local Match is Required for BOTH administrative and Operating

Line 8 – Sum of Lines 7a through 7d. Administrative Column must equal 17.18% of Line 4 Administrative Column and Operating Column must equal 48.24% of Line 4 Operating Column.

Line 8 – Total Column – Sum of Line 8 Administrative and Operating Columns.

**TOTAL REQUESTED SECTION 5311 FUNDS**

Line 9 – Enter the amount from Line 6 Total Column.

**TOTAL REQUESTED TITLE III-B FUNDS**

Line 10 – Enter the sum of Line 7a Administrative plus Operating Columns.

**TOTAL REQUESTED STATE FUNDS**

Line 11 – Enter the amount received in the current year of State Funds. State Funds will be granted at same levels as FY 2022 based on availability.

**TOTAL LOCAL EFFORT**

Line 12 – Enter the difference of Line 4 Total Column minus Lines 9, 10, and 11.

**TOTAL FUNDING**

Line 13 – Enter the sum of Lines 3 and 9 through 12. This should equal Line 1's Total Column.



**Attachment 5**  
**Project Budget Summary – Instructions**  
**Projects requesting Section 5311/Title III-B Funds**

Please see attached Excel FY2022 Budget Template. This form will allow for easier customization of the budget lines items. By accurately identifying the positions and budget items, it allows us to capture the data more accurately. This will help us to better identify each agency's needs while assisting with the increased oversight that FTA has informed us is coming. You will need to match your agency's request form to the budget that you submit with your application. If you have a budget line item not listed in the attached budget, please insert or replace an unused budget line item.

**Attachment 6**  
**Annual Bus Facility Use Certification**  
**(Section 5311 Applications)**

**Annual Bus Facility Use Certification**

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual bus facility use certification.

I, \_\_\_\_\_, certify to the SDDOT, that the bus facility that has been partially funded (Exec Director, Board Pres., etc.)

with funds from the Federal Transit Administration to \_\_\_\_\_ is still being used  
(Your transit agency name)

in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the facility has been refunded or reduced. Applicable facilities will be maintained at a high level of cleanliness, safety and mechanical soundness. It is understood that this facility is to be used for transit-related purposes, and this/these facilities will be maintained in accordance with the Maintenance Facility Policy that was signed on \_\_\_\_\_ and submitted to SDDOT.

I understand a template of the Maintenance Facility Policy is available to me at <https://dot.sd.gov/transportation/public-transit/forms-publications> and will be immediately available to me when requested, and that SDDOT may request a copy of our signed Maintenance Facility Policy at any time. This certification applies to bus facilities in the following community/communities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name Transit Agency Name

\_\_\_\_\_  
Signed Name, Title   
Date

**Attachment 7**  
**Annual Shop Equipment or Tool Certification**  
**(Section 5311 Applications)**

**Annual Shop Equipment or Tool Certification**

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual shop equipment or tool certification with your FY 2022 Application.

I  certify to the SDDOT, that the shop equipment or tools that

(Exec Director, Board Pres., etc.)

have been granted to  with funds

( Your transit agency name)

from the Federal Transit Administration or the State of South Dakota, are being used in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the shop equipment or tools have been refunded or reduced. Applicable equipment and tools will be maintained at a high level of cleanliness, safety, and mechanical soundness.

List shop equipment or tools that have been funded in part by funds from the Federal Transit Administration:

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Printed Name

Transit Agency Name

Signed Name, Title

Date

**Attachment 8**  
**Annual Vehicle Use Certification**  
**(Section 5311 Applications)**

**Annual Vehicle Use Certification**

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual vehicle use certification.

I  certify to the SDDOT, that transit vehicles that have been granted  
(Exec Director, Board Pres., etc.)

to  with funds from the Federal Transit  
(Your transit agency name)

Administration or the State of South Dakota, are still being used in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the equipment has been refunded or reduced. Applicable vehicles will be maintained at a high level of cleanliness, safety, and mechanical soundness.

Printed Name	Transit Agency Name
Signed Name, Title	<input style="width: 150px; height: 20px;" type="text"/> Date

**Attachment 9  
Public Notice  
(Section 5311 Applications)**

Applicant must provide documentation of a public notice and copy of the paper affidavit that the notice was in the paper.



**Attachment 10**  
**Assurances**  
**(Title III-B Applications)**

The Grantee/Applicant hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including 2 CFR Part 200, as they relate to the application, acceptance and use of federal funds for this federally-assisted project. Also the Grantee/Applicant assures and certifies to the grant that:

1. **PROPERTY MANAGEMENT STANDARDS:**  
The Grantee agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a federal grant.
2. **TECHNICAL ASSISTANCE:**  
The State agrees to provide technical assistance regarding Department of Human Services rules, regulations and policies to the Grantee and to assist in the correction of problem areas identified by the State's monitoring activities.
3. **LICENSING AND STANDARD COMPLIANCE:**  
The Grantee agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.
4. **ASSURANCE REQUIREMENTS:**  
The Grantee agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Drug-Free Workplace, Title VI of the Civil Rights Act of 1964, Section 504 and Section 511 of the Rehabilitation Act of 1973 as amended, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, Deficit Reduction Act of 2005 and American Recovery and Reinvestment Act of 2009, as amended and as applicable.
5. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**  
Grantee certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the federal government or any state or local government department or agency. Grantee further agrees that it will immediately notify the State, if during the term of this Agreement, the Grantee or its principals become subject to debarment, suspension, proposed for debarment, or declared ineligible from participating in transactions by the federal government, or by any state or local government department or agency.
6. **OFFICE OF INSPECTOR GENERAL EXCLUSIONARY LIST REQUIREMENTS:**  
Grantees, who utilize federal Medicaid or Medicare funds, agree to screen all employees and contractors, prior to hiring or contracting and on a regular basis, to determine whether any of them are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities. Grantee shall maintain documentation to support the screenings were performed and shall immediately report to DHS all cases in which employees are found on the exclusionary list. Grantee understands that no payment shall be made for any goods or services furnished,

ordered, or prescribed by an excluded individual or entity and any payment made for services provided by excluded parties will be recouped; and recoupment may include penalties.

7. **RETENTION AND INSPECTION OF RECORDS:**

The Grantee agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other, and other information records necessary for reporting and accountability required by the State. The Grantee shall retain such records for three (3) years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the federal awarding agency or the State, the three-year retention requirement is not applicable to the Grantee. In the event Grantee must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Grantee's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Grantee's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Grantee for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which will include all information disclosed to the Grantee by the State, will be retained in the Grantee's secondary and backup systems and will remain fully subject to the obligations of confidentiality stated in this Agreement until such information is erased or destroyed in accordance with the Grantee's established record retention policies.

All payments to the Grantee by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement must be returned to the State within thirty days after written notification to the Grantee.

8. **AUDIT REQUIREMENTS:**

If the total of all Department of Human Service funding is greater than \$750,000 during the Grantee's fiscal year, the Grantee agrees to submit to the State a copy of an annual entity-wide, independent financial audit. The audit shall be completed and filed with the Department of Human Services by the end of the fourth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. The audit should be sent to:

Department of Human Services  
Provider Reimbursements and Grants  
3800 East Highway 34  
c/o 500 East Capitol  
Pierre, SD 57501

Audits conducted in accordance with this provision shall contain, as part of the supplementary information, for Division of Developmental Disabilities (DDD), a DDD cost report as outlined by the Department of Human Services to include schedule A, Schedule B, Attachment A, and Attachment B. Attachment 1 shall be submitted annually and directly to the Department of Human Services within the same time frame and is not considered part of the audit.

If federal funds of \$750,000 or more have been received by the Grantee the audit shall be conducted in accordance with OMB Uniform Guidance 2 CFR Chapter I, Chapter II, Part 200, et al Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited or 30 days after receipt of the Auditor's report, whichever is earlier. For a Uniform Guidance audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative  
Audit 427 South Chapelle  
% 500 East Capitol  
Pierre, SD 57501-5070

If Grantee prefers to send the engagement via electronic mail (email), the Grantee should contact the Department of Legislative Audit via telephone number (605) 773-3595 to obtain the email address to use.

If the Grantee expends less than \$750,000.00 during any Grantee fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits will be filed with and approved by the State Auditor General by the end of the ninth month following the end of the fiscal year of the entity being audited or thirty (30) days after receipt of the auditor's report, whichever is earlier.

9. COST PRINCIPLES

Grantee agrees to comply in full with the applicable cost principles as outlined in OMB Uniform Guidance 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. TERMINATION:

- a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.
- b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:

- i. The Sub-Recipient discontinues the use of the PROJECT equipment for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the equipment's useful life.
- ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.
- iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.
- iv. The Sub-Recipient is in default under any provision of this Agreement.
- v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.
- vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.

c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT equipment in accordance with the OMB regulations found at 2 CFR Part 200.

11. FUNDING:

This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. ASSIGNMENT AND AMENDMENTS:

The Grantee will not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order, or obligate the Grantee in any manner with any third party with respect to the Grantee's rights and responsibilities under this Agreement, without the State's prior written consent.

13. CONTROLLING LAW:

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota without regard to any conflicts of law principals, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement will be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this agreement are superseded by the terms of this agreement, and except as specifically provided herein, this agreement constitutes the entire agreement with respect to the subject matter hereof.

15. **SEVERABILITY:**  
In the event that any provision of this agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
16. **NOTICE:**  
Any notice or other communication required under this agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
17. **SUBCONTRACTORS/SUB-SUB-RECIPIENTS:**  
The Grantee will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.
- The Grantee will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Grantee will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Grantee is required to assist in this process as needed.
- The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
18. **FEDERAL FUNDING ACCOUNTING AND TRANSPARENCY ACT**  
The Subrecipient agrees to:
- a. Assist and support State in complying with Federal Funding Accounting and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at [www.fsrs.gov](http://www.fsrs.gov).
  - b. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Subrecipient (Grantee) non-compliance or failure to comply with subsection (a) of this Provision. Subrecipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Subrecipient's failure to supply State with any requested information necessary to comply with FFATA.

19. AWARD RECIPIENT ATTESTATION

The award recipient or sub-recipient attest to meeting the following requirements per SDCL § 1-56-10:

- a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with SDCL § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

The Grantee further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

The Grantee agrees to disclose to the State, in writing, any conflicts of interest that exist under the Grantee's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the State of South Dakota's OpenSD website.

In the event of a significant change in the conflict of interest policy, the Grantee agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. The Grantee understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

20. HOLD HARMLESS:

The Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

Before beginning work under this agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Grantee shall furnish copies of insurance policies if requested by the State.

a. Commercial General Liability Insurance:

The Grantee shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit.

b. Business Automobile Liability Insurance:

The Grantee shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

c. Worker's Compensation Insurance:

The Grantee shall procure and maintain workers' compensation and employer' liability insurance as required by South Dakota law.

d. Professional Liability Insurance:

The Grantee agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

22. REPORTING

Grantee agrees to immediately report to the Department any event or incident encountered in the course of performance of this agreement which results in injury to any person or property, or which may otherwise subject Grantee, or the State of South Dakota or its officers, agents or employees to liability. Grantee shall report any such event to the State immediately upon discovery.

Grantee's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Grantee's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law. Reporting to the State under this section shall not excuse or satisfy any obligation of Grantee to report any event to law enforcement or other entities under the requirements of any applicable law.

23. CONFLICT OF INTEREST

Grantee agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain as contemplated by SDCL §§ 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Grantee expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL §§ 5-18A-17 through 5-18A-17.6.

## 24. CONFIDENTIALITY OF INFORMATION

For the purposes of the sub-paragraph, "State Proprietary Information shall include all information disclosed to the Grantee by the State. Grantee acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Grantee shall not: (i) disclose any State Proprietary information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Grantee is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Grantee shall protect confidentiality of the State's Information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Grantee; (ii) was known to Grantee without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of the State's officers or employees having authority to disclose such information; (iv) was independently developed by Grantee without the benefit of influence of the State's information; (v) becomes known to Grantee without restriction from a source not connected to the State of South Dakota. State's proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Grantee understands that this information is confidential and protected under applicable State law at SDCL §1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Grantee acknowledges that the state and its agencies are public entities and thus bound by the South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this agreement require additional security requirements or clearance, the Grantee will be required to undergo investigation.

## 25. TERMS:

By accepting this agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be in violation of the terms of this agreement, and the agreement shall be subject to termination.



The following shall be completed by the Provider:

Type of Organization:

Individual  Nonprofit  Profit

Provider fiscal year begins \_\_\_\_\_ and ends \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Signature of Authorized Official

Title

Date

The following shall be completed by the State:

Subrecipient status: XX OR Vendor status: \_\_\_\_\_

Fund source name: Title III-B CFDA No: 93.044

Program(s): Supportive Services - Transportation

MSA Account Code: 1000\2004 5206070 1920 310E0105

**Attachment 11**  
**Title III-B Transportation Service Projections**  
**(Title III-B Application)**

PROJECT NAME: \_\_\_\_\_

1. Estimate TOTAL COSTS: \$\_\_\_\_\_

Estimate the TOTAL number of miles to be driven: \_\_\_\_\_

Estimate the cost per mile: \$\_\_\_\_\_ (total costs divided by total miles)

2. Estimate Units of Service (one-way trips)

Total Units: \_\_\_\_\_ Cost per Unit: \$\_\_\_\_\_

Title III-B Units of Service (for individuals 60 years of age and older): \_\_\_\_\_

3. Estimate the total number of unduplicated Title III-B participants to be served (60 years of age and older): \_\_\_\_\_

4. Estimate the following unduplicated Title III-B participants:

A. Minority \_\_\_\_\_

B. Greatest Economic Need \_\_\_\_\_

C. Frail/Disabled \_\_\_\_\_

5. Estimate the number of outreach attempts that will be made to encourage community members to utilize your transportation services. \_\_\_\_\_

**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Instructions**

**Objective:**

Complete the objective with the total number of units to be provided and the total number of unduplicated or different people to be served by the end of the grant period.

1. **Service Projections:**

Fill in the total number of units of service and the total number of unduplicated older persons to be served during each quarter. Individual of greatest economic need have an income at or below the current Bureau of Census poverty threshold. Individuals of greatest social needs may include older adults who are non-English speaking or living alone or in a rural, isolated area.

2. **Geographic Area to be Served:**

Enter the area to be served by name of town(s) and surrounding vicinities.

3. **Supporting Data:**

This section is a request for the information you have which shows that there is a need for the particular service in your geographic area. The answer should include the source of this information and the names, if any, of other agencies providing the services in the area.

4. **Self-explanatory.**

5. **Action Steps:**

In this section, please provide a step-by-step explanation of how you will achieve the objectives of the grant. Each entry is called an action step that describes the activities that will occur during the grant year. Indicate the timeframe or completion date for each action step. Please include how each of the following areas will be addressed.

- A Promotion/Advertising
- B Service Analysis & Planning
  - i. Evaluations
  - ii. Community surveys
- C Budget
  - i. Fundraising or local support
  - ii. Donations (methods for encouraging & collecting)
  - iii. Cost Analyses
- D Policy Planning (operating & administrative)
- E Involvement with DHS field staff and other agencies.

Provide time frames for completion of the following activities:

- A. Driver Evaluations
- B. Establishment of transportation advisory board

**Attachment 12**  
**Title III-B Objectives and Budget**  
**(Title III-B Applications)**

Objective: To provide \_\_\_\_\_ units of service to \_\_\_\_\_ unduplicated older persons by \_\_\_\_\_

1. Service Projections:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total
Units:					
Unduplicated Persons:					

Of the number of unduplicated persons: \_\_\_\_\_ are of greatest economical need  
 \_\_\_\_\_ are of greatest social need  
 \_\_\_\_\_ are minority

2. Geographic Area to be Served: (County/Town)

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3. What data do you have that indicates the need for this service in your area?  
 (Source of information, other agencies providing services in your area, etc.)

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4. Estimated average number of miles to be driven each month: \_\_\_\_\_

Estimated average number of miles to be driven each year: \_\_\_\_\_

Scheduling - Describe the hours and days of week service is in operation. Attach schedules.

List vehicles to be used and source of acquisition:


Are vehicles used by any other agency or organization? \_\_\_\_\_

If so, who and on what basis?

Indicate other vehicles and transportation systems available in your community, e.g., school buses or vehicles owned by other agencies, and explain efforts made to coordinate services or share vehicle use.

Attach additional sheets as necessary

5. Action Steps \_\_\_\_\_ Completion Date



**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Service Operation Costs - Instructions**

1. Personnel:

List each individual whose salary and fringe benefits will be a cost to the grant. Fringe benefits may include Social Security, unemployment compensation, Workers Compensation, health insurance, life insurance and retirement. List by title of position, number of hours per day, times hourly rate per hour, times days per year, plus fringe benefits.

EXAMPLE: Driver: 4 hours/day x \$5.00 x 260 days = \$5,200 + \$980 (fringe benefits) = \$6,180.

\*Attach an itemization of fringe benefits for full and part-time employees.

2. Travel:

This item is for staff travel for the purpose of supporting the objective as described in the application. List travel by trips, number of miles and purpose. Any out-of-state travel will require approval by the Division of Long Term Services and Supports.

Include here any mileage reimbursement for volunteers. Reimbursement may not exceed .42/c per mile. Meal costs may not exceed \$6.00 for breakfast, \$14.00 for lunch, and \$20.00 for dinner. Lodging may not exceed \$75.00 plus tax. Adult Services and Aging will consider higher lodging costs if rate has been approved by the grantee board of directors.

3. Supplies:

List any supplies that are needed for operation of the grant.

4. Other Costs:

List gas, oil, maintenance, repairs, mileage paid to volunteers for transporting eligible individuals and other items not included in the above categories.

5. Vehicle/Volunteer Insurance:

List vehicle/volunteer insurance.

6. Total:

Enter the total of all costs listed in the above budget categories.

**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Service Operation Costs**

**Applicant Name:** \_\_\_\_\_

**Budget Category:** \_\_\_\_\_ **Total:** \_\_\_\_\_

**1. Personnel**

Position	Hours/Day	Rate/Hour	Days/Year	Fringe Benefits	Total

**2. Travel**

**3. Supplies**

**4. Other Costs (Itemize)**

**5. Vehicle/Volunteer Insurance**

**6. Total**



**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Administration Budget - Instructions**

1. Personnel:

List each individual whose salary and fringe benefits will be a cost to the grant. List by title of position, number of hours per day spent in this program times hourly rate times days per year plus fringe benefits. Fringe benefits may include Social Security, unemployment compensation, Workers Compensation, health insurance, life insurance and retirement. Use example in service operation costs instructions.

Administrative personnel include project directors, coordinators, secretaries and bookkeepers whose time cannot be tied directly to a specific service objective.

2. Travel:

This item is for staff travel for the purpose of supporting the objective as described in the application. List travel by trips, number of miles and purpose. Any out-of-state travel will require approval by the Division of Long Term Services and Supports.

Include here any mileage reimbursement for volunteers. Reimbursement may not exceed .42c/ per mile. Meal costs may not exceed \$6.00 for breakfast, \$14.00 for lunch, and \$20.00 for dinner. Lodging may not exceed \$75.00 plus tax. Division of Long Term Services and Supports will consider higher lodging costs if rate has been approved by the grantee board of directors.

3. Supplies:

List here office supplies such as paper, stamps, pencils, stamps, file folders, etc., and printing costs.

4. Other Costs:

List here such costs as telephone, DTA dues and other administrative costs not entered in the categories above.

5. Total:

Enter the total of all costs listed in the above budget categories.

**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Administration Budget**

**Applicant Name:** \_\_\_\_\_

**Budget Category:** \_\_\_\_\_ **Total:** \_\_\_\_\_

**1. Personnel** (Include fringe benefits)

Position	Hours/Day	Rate/Hour	Days/Year	Fringe Benefits	Total

**2. Travel**

**3. Supplies** (Office)

**4. Other Costs** (Itemize)

**5. Total**

**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Project Summary - Instructions**

A. Total Project Budget:

Bring forward totals from service operation costs and administration costs to each budget category and total.

B. Funding:

1. Total Cost: Enter the total of project income.
2. Less Reimbursement: Enter the total estimated reimbursements.
3. Less Participant Donations: Enter the total of donations.
4. Net Costs: Line 1 minus Lines 2 and 3.
5. Local Match: Enter total match (local cash) from the Supporting Budget Schedule. This figure should be at least 25% of Line 4. (Net Costs)
6. Federal/State Title III-B Funds Requested: Line 4 (Net Costs) minus Line 5 (Local Match).

C. Enter the total estimated units of service to be provided.

To determine cost per unit, divide the Total Cost from Line B.1. by the number of units.  
Total Cost (\$20,000) / Units of Service (10,000) = \$2.00/unit.

D. To be completed by transportation providers only:

Total miles to be drive: Enter the estimated number of miles to be driven during the year.

Cost per mile: Calculate the cost per mile by dividing total cost from Line B.1 by the total number of miles to be driven.

Example: Total Operating Cost: \$5,100  
Miles to be driven: 6,000

\$5,100 divided by 6,000 miles = \$.85 per mile

**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Project Summary**

A.

Total Project Budget:	Total Service Operation Costs	Administrative Costs	Total
Personnel:			
Travel:			
Supplies:			
Other Costs:			
Vehicle Insurance:			
Total Costs:			

B.

Funding:

1. Total Cost	
2. Less Reimbursements	
3. Less Participant Donations	
4. Net Costs	
5. Local Match Percentage	0%
<b>6. Federal/State Title III-B Funds Requested</b>	

C.

Service/Cost Projections:

Estimated units of service:\*

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Cost per unit of service:

---

D.

Transportation Providers:

Total Miles to be driven:\*

---

Cost per mile:

---

\*Use your current units and miles to project year-end totals.

**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Project Supporting Budget Schedule – Instructions**

Local cash match for Title III-B must be a minimum of 25% of the net costs (total cost less project income).

1. Local Cash Resources

List the amount of cash contributions and source. Attach letters of commitment from contributing organizations. If through fundraising, explain tentative plans).

2. Total

Add the cash resources and enter on the Project Summary Sheet as local match.

3. Other

Some programs have staff whose salaries are paid through Green Thumb, Job Training Partnership Act (JTPA) or other federal programs. These staff are undoubtedly essential to the operation of the program. Please identify those staff persons and their salaries. Also, show volunteer hours per day or other resources available to the program that are not claimed as match.

**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Project Supporting Budget Schedule**  
**Local Match Available**

Source: \_\_\_\_\_ Amount: \_\_\_\_\_

**1. Local Cash Resources** (Itemize and attach letters of commitment):


**2. Total:**

**3. Other** (Explain):


**Attachment 12**  
**TITLE III-B - TRANSPORTATION**  
**Staff Training Plan**

All Title III grantees shall establish a staff training plan.

In the space below, indicate the areas of training which will be provided during the grant period. Examples of areas of training include, but are not limited to the following: state-provided fiscal training sessions, Cardiopulmonary resuscitation (CPR), first-aid, bus driver training, etc. Grantees should utilize local resources whenever possible in the provision of staff training. Use additional sheets if necessary.

Staff Participants	Training Area	Completion Date

**Attachment 13  
Indirect Cost  
(Section 5311 Application)**

Provide Cost Allocation plan and approval by cognizant agency, if applicable.