

KANSAS DEPARTMENT OF TRANSPORTATION
Application for Public Transportation Assistance Project
SFY 13 - (07/1/2012 – 6/30/2013)

U.S.C 49-5311 FUNDING
C.F.D.A. 20.509

- Current Level Operating Assistance
 Increased Level Operating Assistance
 KDOT Purchased Replacement Capital

- Expansions**
 Capital Assistance
 Operating Assistance

- New Starts**
 Capital Assistance
 Operating Assistance

GENERAL INFORMATION

APPLICANT NAME: Sedgwick County Department on Aging

ADDRESS: 2622 W. Central, Suite 500

CITY, STATE, ZIP: Wichita, KS 67203

CONTACT PERSON: Valerhy Powers or Kandace Bonnesen

TELEPHONE NUMBER: Valerhy (316) 660-5158 or Kandace (316) 660-5157

FAX NUMBER: (316) 660-1936

E-MAIL ADDRESS: vpowers@sedgwick.gov or kbonnese@sedgwick.gov

AGENCY WEBSITE: www.sedgwickcounty.org/aging

FEDERAL IDENTIFICATION NUMBER: 48-6000798

DUNS NUMBER: 056577166

CCR REGISTRATION EXPIRATION: 1/12/12

Does your agency carry full coverage insurance? Yes

Agency which carries your policy:

Name Sedgwick County Department of Finance – Risk Management

Full Address 525 N. Main, Suite 1150, Wichita, KS 67203

Agent's Name Anita Wareing

Agent's Phone Number (316) 660-9680

TYPE OF AGENCY

- Non-Profit Corporation
- Local Unit of Government

- Indian Tribes
- Other (Specify)

SECTION A - Board of Directors

1. What is your governing board? (Such as board of directors, county commissioners, etc.) Sedgwick County Board of County Commissioners

Attach to the back of this application a copy of your board of directors with their contact information and specify who the board chairman is.

SECTION B – Identification of Needs

1. Describe the current demand for service in your area. Additional documentation can include, but is not limited to, log sheets of trip turn downs, surveys, testimonials from people not served, and additional services requested by existing riders and the general public.

Our program provides service to all incorporated cities and unincorporated areas of Sedgwick County. Incorporated cities: Andale, Bentley, Cheney, Clearwater, Colwich, Garden Plain, Mt. Hope, Sedgwick, Viola. Unincorporated areas: Anness, Bayneville, Berwet, Clonmel, Furley, Greenwich, Greenwich Heights, Murray Gill, Peck, Prospect, St. Marks, St. Mary Aleppo, St. Paul, Schulte, Sunnydale, Trails View, Waco and Wego. For 2012, our program will provide an estimated 4,000 rides. There are regular users of our service residing in all the incorporated cities and users in some unincorporated areas such as Furley, St. Marks, Schulte and Waco. Demand for service in the area of northwest Sedgwick County continues to grow.

2. Estimate the number of people in your service area as well as the number of transit dependent people (i.e. no vehicle, elderly, disabled, low income).

Total population of Sedgwick County is 498,365 of which 11.4% are age 65 and older (U.S. Census 2010).

According to Kansas County Demographics 2010 compiled by the KU Transportation Center and available on their website, persons age 65 and older who are below poverty level is 4,433. Adults age 18 and older below poverty total 37,935. Total number of households is 126,690 with the number of zero-car households totaling 11,416. Number of 1-car households is 63,723. Persons age 16 and older with a go-outside of the home disability total 32,184 and between the ages of 16 and 64 total 21,810.

3. Identify the types of trips your agency provides (medical, personal business, employment, etc.).

Medical, human service agencies, grocery stores, banks, law firms, tax preparation agencies, pharmacies, recreation, employment, hospital and nursing home visitation.

4. Does the proposed service and schedules meet the needs of the identified riders?

Yes No

See page 4 regarding hiring freeze.

5. Do you primarily provide service to any of the following populations: Black, Hispanic, Asian-Pacific American, or Native American?

Yes No

Estimate the number of total clients within the following groups:

African American	0	Asian or Pacific Islander	0
Hispanic	5	Native American	0

6. Have you had any discrimination complaints based on Title VI – Nondiscrimination in the Provision of Service in the last year?

Yes No

If yes, you must attach a response page with a concise description of any active lawsuit or complaint alleging discrimination in service delivery, as well as the status or outcomes of any lawsuit or complaint.

7. Within the last year, have you refused service to anyone within the following populations: Black, Hispanic, Asian-Pacific American, or Native American?

Yes No

If yes, please explain: N/A

8. Your agency must not discriminate against its employees because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities. Has your agency had any discrimination complaints based on these EEO (equal employment opportunity) requirements within the last year? No

If yes, you must attach a response page with a concise description of any active lawsuit or complaints alleging EEO discrimination, as well as the status or outcome of the lawsuits or complaints.

9. Describe any activities that your agency has undertaken to plan for the future transportation needs of your service area. Do you plan to expand your services to other geographic areas or other population groups in the next 3-5 years? Does your agency have a 3-5 year long range plan? If not, why not? If yes, attach a copy.

Per the Coordinated Public Transit – Human Services Plan approved July 20, 2010, SCDOA's projects listed in this five-year plan (2011-2016) include:

Purchase and installation of AVL for fleet

Our application includes a request for a software and hardware upgrade for 3 KDOT vehicles. This automatic vehicle locator technology will enhance efficiency and effectiveness of our services.

County to County coordination

Implementation of GPS/AVL technology will enhance capability of this type regional coordination that we envision and hope to establish with other stakeholders. Regional coordination cannot be accomplished effectively without this type technology.

Purchase of one 13 passenger composite bus and one minivan

Sedgwick County Department on Aging was awarded a 13 passenger composite bus in FY12. It has been ordered and will be delivered in Spring 2012. It will replace a 13 passenger composite bus currently providing demand response service. A minivan is needed for demand response service in the areas of Bentley, Cheney, Clearwater, Garden Plain, Sedgwick and Viola so that a planned deviated fixed route, a "northwest corridor route" that includes the cities of Mt. Hope, Andale, Colwich and Maize into Wichita could be implemented, if we had an additional vehicle and driver. However, due to a hiring freeze an additional driver and vehicle are not being requested at this time.

Expansion of staff adding a full time driver and a part time coordinator

Due to a hiring freeze, the County is not applying for funding for additional staff needed at this time. One full time or two part time drivers are needed in order to implement a planned deviated fixed route in northwest Sedgwick County where demand is increasing. A part time coordinator is needed for coverage of the transportation hotline in the afternoons.

Rural area fixed route services, city to city

There is a need for a deviated fixed route in northwest Sedgwick County but additional resources to implement such a route are not being requested at this time due to a hiring freeze.

Adding transportation for people with dementia

Addition of services targeted at this population group will be a project for future implementation requiring a door-through-door component.

Increase in pass-through funds to provide additional rides in urbanized area

This project pertains to Section 5307 funding.

10. Describe, in detail, what services are provided by your agency other than transportation? Include a description of the geographic area in which these other services are provided.

Sedgwick County Department on Aging (SCDOA), established in 1980, administers the Central Plains Area Agency on Aging, a partnership between Sedgwick, Butler and Harvey County Governments. SCDOA is responsible for planning, managing and evaluating aging programs and services in the tri-county

area serving over 83,000 older adults age 60+. This agency is designated to administer federal, state and local funds allocated to provide programs and services to older adults. Our mission is to be the recognized leader in a collaborative effort towards assisting diverse populations of older adults and persons with physical disabilities to maintain their choice of lifestyle through education, advocacy and services. Programs administered by SCDOA include community services such as senior centers and legal services, in-home services such as home delivered meals and minor home repair, information and assistance, and case management. These services are provided in Sedgwick, Butler and Harvey counties; individuals who meet program guidelines in every city and unincorporated area within this tri-county area are eligible for service.

Geographic information based on U.S. Census 2010:

<u>County</u>	<u>Population</u>	<u>Square Miles</u>	<u>Rural/Urban</u>
Sedgwick	498,365	1,009	Urban & Rural
Butler	65,880	1,428	Rural
Harvey	34,684	539	Rural

11. Description of Transportation Service – ***Include a map*** showing where your transportation service operates. This description **must** include the routes and schedules used by your transportation project. Describe the service area by counties and cities for which transportation is provided. This means the area from which you pick up riders (trip origin), not necessarily to where you take them. **Attach additional pages as necessary.**

Our program provides service to all incorporated cities and unincorporated areas of Sedgwick County. Incorporated cities: Andale, Bentley, Cheney, Clearwater, Colwich, Garden Plain, Mt. Hope, Sedgwick, Viola. Unincorporated areas: Anness, Bayneville, Berwet, Clonmel, Furley, Greenwich, Greenwich Heights, Murray Gill, Peck, Prospect, St. Marks, St. Mary Aleppo, St. Paul, Schulte, Sunnydale, Trails View, Waco, Wego. There are regular users of our service residing in all the incorporated cities and users in some unincorporated areas such as Furley, St. Marks, Schulte, Waco.

Demand response type services are provided 24/7 based on availability but rides must be scheduled Monday through Friday from 8am to 4pm. There are no specific routes; it is 100% demand response. Schedules are 7:30am to 4:30pm Monday through Friday through direct service and 24/7 based on availability through contracted vendors. 24-48 hours advance notice is required.

Sedgwick County Road Map and Population Per Census Block Maps attached.

SECTION C – Replacements, Expansion, or New Starts

1. For REPLACEMENT VEHICLE funding, give a detailed description of the current transportation service being provided. In the case of replacement vehicle, be sure to fully complete Section C, Item 1 to indicate which vehicle will be replaced. Also provide documentation of the need to replace the vehicle (for example, mileage, age, and maintenance history). Vehicles being replaced must have a

minimum of 100,000 miles at time of application. Mileage requirements may be waived if major and/or excessive maintenance problems are documented. For replacement vehicles you must include the following (attach additional pages if necessary). For each vehicle requested make a copy of this page and fill it out for each one of them.

N/A

2. For EXPANSION funding, give a detailed description of the current transportation service and an explanation of the proposed expansion of service. Explain how the current service will benefit from the expanded transportation service.

N/A

3. For NEW STARTS funding, give a detailed description of the proposed transportation service and how it will benefit the general public, elderly, and disabled riders.

N/A

4. Describe vehicle maintenance procedures and schedules. Who is in charge of the maintenance on the vehicles? Indicate where the vehicle(s) are housed while not in operation. If this location is different than your agency location, provide an explanation as to why these vehicles are housed at these locations and attach to the back of this application any written agreements you have with these locations.

The responsibility of maintaining the vehicles falls to Sedgwick County Fleet Management and they operate a software program called Faster that tracks mileage of vehicles upon fueling. At specified mileage intervals Fleet notifies us that our vehicle is due for scheduled preventative maintenance and it is left with them for amount of time required. The preventative maintenance schedule closely mirrors KDOT requirements in terms of procedures performed at given mileages and exceeds these requirements in some areas.

Our vehicles are maintained in Fleet Management's Light Equipment Shop along with the Sheriff's Department Patrol Cars, Ambulance Fleet, Public Works' light vehicles, and many other specialty vehicles that belong to Sedgwick County. This shop employs 5 technicians and 1 Shop Foreman. Three of these technicians are designated to maintain our vehicles and are enrolled in the drug and alcohol testing program. These 3 technicians are Automobile Service Excellence (ASE) Certified with two being Master Certified. The Shop Foreman is Master Certified in automobile repair and is also a Master EVT (Emergency Vehicle Technician). Each time a vehicle is taken in for scheduled maintenance a thorough inspection is performed and any problems are repaired at that time. Any problems discovered by the driver's daily inspection get reported to Fleet Management immediately and the Shop Foreman determines whether the problem is minor enough that the repair can wait until the next scheduled service or whether the vehicle needs to be taken out of service immediately.

While not in operation, KDOT vehicles are parked in unsheltered designated stalls on the lot in the complex. This complex is protected by fences and locked gate after business hours, a camera security system, and Public Work's security guards which are directly across the street from the complex who make hourly patrols. Our vehicles are not housed at our location due to lack of security patrol. Since the location in which they are housed is County property a written agreement is unnecessary.

SECTION D – Utilization of Services

1. Identification of Trip Generators (See instructions for explanation)
List the types of local activities and housing centers that you have identified as destination or pick-up points for riders of your transportation service. This may include, but is not limited to, employers, training centers, senior citizen centers, housing units, shopping centers, and medical facilities.

Trip generators identified as destination or pick-up points for riders of our transportation service include, but are not limited to: Sundance Independent Living of Sedgwick, Mimosa Arms Apartments of Clearwater, Prairie Meadows Apartments of Garden Plain, Sedgwick County Housing Department, Veteran's Administration Hospital, Via Christi St. Francis, Via Christi St. Joseph, Galichia Heart Hospital, Kansas Heart Hospital, Kansas Surgery & Recovery Center, Wichita Specialty Hospital, Wesley Medical Center, Wesley Rehabilitation Hospital, Wichita Clinic, Wichita Dialysis, Derby Dialysis, doctor's offices, Wichita-Sedgwick County Health Department, Wichita Eye Clinic, City Hall, Sedgwick County Courthouse, Wichita Library, Social Security Administration, Independent Living Resource Center, Social & Rehabilitation Services, Town East & Town West and other shopping centers, grocery stores, restaurants, law firms, Boeing, Learjet, Cessna, Goodwill and banks. 40% of the individuals our program transports go to medical appointments; 30% go to work; 10% go to social service agencies; and 20% go to other places (e.g., bank, grocery store, shopping, etc.).

2. Availability to the General Public

Describe your procedures for making the transportation service available to the general public; describe how the general public is made aware of the availability of the transportation service.

Our transportation service is made available to the general public by having no restrictions on who may utilize it other than being a resident of Sedgwick County. Our program is listed in the government and yellow page sections of the AT&T and the Yellowbook phone books. Information on our program is available on our SCDOA and CPAAA websites, and on Paratransitrides website. Information about all transportation resources are published in a guide we created, "Community Mobility Guide," including all public, private and volunteer services. Our program also distributed handouts in the community in English and Spanish on public transportation resources including our service. Our service is made known to the public through United Way's 2-1-1 service. Magnets have been distributed with our contact information. Brochures are distributed to many of the

trip generators listed above. Phone numbers are on buses. Articles are published in newspapers received by the general public. Information is provided at the annual Senior Expo and at meetings with other agencies providing health and human services. Public presentations are made on a regular basis. Information on our program includes a toll-free number to call (if long distance) and a TDD number for deaf persons. Many agencies make referrals to us including those in the aging, disability and transportation networks.

3. Service Hours

What hours of the day and days of the week does the transportation system operate? **Be specific.**

Our program provides rides utilizing direct staff Monday-Friday between the hours of 7:30am-4:30pm. Contracted rides are provided 24/7 based on availability including County holidays. On Christmas Day, only ambulatory taxi services are available.

4. List annual cost indicators:

- a) Cost per mile: \$194,000 net operating cost divided by 35,000 miles = \$5.54/mile (does not include mileage of contracted vendors).
- b) Cost per one way passenger trip: \$194,000 net operating cost divided by 4,000 trips = \$48.50/trip. This is for rural general public transportation program only.
- c) Annual fare revenues
 - 1) Set fares: \$3 one-way
 - 2) Donations: Less than \$100 annually
- d) Other sources of revenue (contributions, mill levy, advertising, or other grants): No other sources of revenue specific to rural general public transportation program.

5. Trip Purpose

List all trip purposes (for example, medical, shopping, nutrition, etc.) made by your transportation project. Provide the number of approximate annual trips made for each trip purpose.

Total: 4,000

Medical – 1,600 (40%), Work – 1,200 (30%), Social Services - 400 (10%), Other 800 (20%) - bank, grocery store, shopping, etc.

6. Type of Service (Refer to Instructions for Definitions)
(Check appropriate type, if more than one, include percentage)

Demand response

Same-day service	5%
24-hour or more notice	95%

entered into coordination agreements, you must include copies of those agreements as attachments to the back of this application.

Our program is a modified brokerage and we currently contract and coordinate with eight transit providers. In addition, we contract with four rural senior centers/clubs to provide volunteer transportation by RSVP Volunteer Program volunteer drivers. The following is a list of contracted vendors:

CPRF Timber Lines (non-profit)
Kansas Elks Training Center for the Handicapped (non-profit)
Thunder Enterprises (private)
Wisdom Travels (private)
First Class (private)
Rita's Rides (private)
ABC Taxi (private)
American Cab (private)
Bentley Senior Club (non-profit)
Clearwater Senior Center (non-profit)
Gateway of Garden Plain Senior Center (non-profit)
Mt. Hope Senior Center (non-profit)

See attached sample contract/coordination agreement.

3. Coordination with Local Government (PLANNING REVIEW):

- a. Urbanized Area Requirements: (Wichita, Kansas City, Leavenworth County, Wyandotte County, Topeka, and Lawrence).

As per the Instructions for Application, the applicant is referred to the Metropolitan Planning Organizations for review of the Transportation Project and its inclusion into the Annual Element of the Transportation Improvement Program. If these requirements have been satisfied, please place a check in the brackets at the beginning of this paragraph.

Attach to this application a copy of the letter your agency submitted to the Metropolitan Planning Organization requesting to be included within the Transportation Improvement Program.

- b. Nonurbanized Area Requirements: (excluding Wichita, Kansas City, Leavenworth County, Wyandotte County, Topeka, and Lawrence only). Attach to this application a copy of the letter sent to each agency as well as any comment letters received.

Local governments must be given an opportunity to comment on the transportation proposals. The applicant should submit the proposal to city and county commissioners in the proposed area, requesting review and comment on the proposal. Please attach all current comments received from local governments. (See instructions for procedures.)

4. Coordination with Social Service Agencies

Describe what efforts your agency has undertaken to meet with local government agencies, human services agencies or other social service agencies to determine their needs for transportation services. What have been the results of these efforts? Indicate any barriers to coordination and how they were resolved. If they were not resolved, explain why. Attach to the back of this application a copy of the letter sent to the agencies.

CPRF/Timber Lines

SCT contracts with CPRF to provide transportation to the general public under the Section 5311 program and also to provide transportation under other funding sources.

KETCH

SCT contracts with KETCH to provide transportation to the general public under the Section 5311 program and transportation under other funding sources.

Envision

In May 2004, SCT established partnerships with Envision and ABC Taxi/American Cab to provide transportation to Envision's 2nd and 3rd shift workers. This partnership continues and Envision workers and Sedgwick County share the cost of this program.

Senior Centers

Our RSVP volunteer transportation program is a collaborative with four rural senior centers/clubs in the following towns/cities: Mt. Hope, Bentley, Garden Plain and Clearwater.

Health Providers of the Uninsured

SCT and Wichita Transit participated in a 2008 Health Access committee initiated by Sedgwick County to examine ways to increase access to primary medical care for low-income individuals. Also involved on the committee were primary care clinics and safety net clinics.

Dialysis Treatment Centers

In 2008, SCT initiated bringing stakeholders together to address the growing issue of transportation to dialysis treatment. Some of those involved include DaVita Dialysis, Fresenius Dialysis, KPHA, SRS, KU Transportation Center, Sedgwick County Health Department, Kidney Dialysis Association, Timber Lines, Wichita Transit, American Red Cross, several County Commissioners and City Council members. From these meetings came a workgroup that initiated a fund for patient transportation that is overseen by the Kansas Dialysis Association. Caseworkers at the dialysis facilities identify new patients in need of temporary transportation assistance (first 30 to 60 days of treatments) until other means can be obtained.

Alzheimer's Association

In 2010, SCT applied for a grant from the Beverly Foundation with a plan to improve transportation services to persons with dementia residing in Sedgwick County, partnering with the Alzheimer's Association. This grant was not

awarded but it is anticipated in the future that steps will be taken to improve access to transportation for this population.

Organizations Serving Hispanic Population

In 2011, SCT was awarded a grant from the National Center on Senior Transportation for the Hispanic Elder Transportation Access (HETA) project. A new collaborative—the HETA Alliance—was formed including community based organizations serving the Hispanic population and public transportation providers. Outreach activities were conducted including seven focus groups, a survey and a public forum to obtain input on how to improve access to public transportation among Hispanic elders. An action plan was developed that includes plans for a bi-lingual Hispanic Mobility Manager to be housed at La Familia Senior/Community Center, a volunteer escort program coordinated by the mobility manager who recruits and trains bi-lingual volunteers, more public transportation information in Spanish through written and verbal means of communication, “how to ride the bus” instructional video in Spanish, and Hispanic sensitivity training for public transit providers. Agencies collaborating include: La Familia, Paratransit Council, WAMPO, Wichita Transit, Evergreen Neighborhood City Hall, City of Wichita, Spanish Media Group, Spanish Horizons, American Red Cross, Medical Service Bureau, MTM, Inc., Derby Dash, Safe Streets Wichita, Catholic Charities, Catholic Diocese, and key churches.

Section F- Vehicle Inventory

Complete the following inventory sheet. Please fill in all the blanks for each vehicle as completely and accurately as possible. The list should include all vehicles that were purchased for your agency by KDOT. If more space is needed copy the form. You must use this inventory sheet; you may not use one your agency has created. If you provide transportation in agency-owned vehicles, you *may* include those on a separate sheet at the back of this application, *if you wish*.

VEHICLE NUMBER (Last 4 digits)	YEAR	MAKE AND MODEL - include seating capacity	CURRENT MILEAGE	ACCESSIBLE (Ramp or Lift EQUIPPED)	CONDITION	AVERAGE MONTHLY RIDERSHIP	AVERAGE MONTHLY MILEAGE	NO. HOURS IN USE <i>MONTHLY</i>	OPERATING ASSIST Y/N	BEING RE-PLACED Y/N
2014 (9604)	2006	Ford 13 passenger	152,914	Lift equipped	Good	52	2,186	82.5	Y	N
3358 (9603)	2001	Chevy 20 passenger	159,937	Lift equipped	Good	10	417	16	Y	N

SECTION G - Accessibility, Safety & Training

- Public operators of demand response systems serving the general public may acquire inaccessible vehicles only if the system, when viewed in its entirety, provides a level of service to individuals with disabilities, including wheel chair users, that is equivalent to the level of service provided to non-disabled individuals. “Equivalent service” means that when all aspects of the demand response system are analyzed, equal opportunities for each individual with a disability to use the system must exist. Consistent with statute, the DOT

Americans with Disabilities regulations specify certain service criteria to make this determination. Sub-recipients of KDOT public transportation funds seeking to acquire non-accessible vehicle must file a certificate with the Kansas Department of Transportation Office of Public Transportation. All KDOT grantee's must submit the certification with their grant application as well as keeping a copy in their files and make it available for KDOT or FTA inspection.

2. In compliance with ADA criteria, do you have accessible vehicles? Yes. If no, describe your efforts to meet the criteria of one accessible vehicle for every five vehicles in your fleet and attach any agreement you have that meets this criteria.

How does your agency verify equivalency in terms of response time, fares, geographic areas, hours and days of service & the availability of information and reservations capability (telecommunications for the deaf (TDD) or Braille format), or any other constraints on capacity or service availability. This does not apply since all of our vehicles are lift equipped.

3. How many KDOT vehicles are in your fleet? Two – primary plus a backup.
4. How many are ADA accessible? Both.
5. List all training activities your drivers and other personnel are involved in. What training sessions does your agency require of drivers and others involved in your transportation program?

Drivers are required to complete approximately 20 hours of training that includes CPR, First Aid, Defensive Driving, drug & alcohol, RTAP, customer service and diversity, violence in the workplace, lifting and handling techniques, working with special populations, communication skills, seizure management, bus safety and situational analysis. Also required to complete on the job training by riding with an experienced driver for at least 2 to 3 days.

Dispatchers must complete approximately 3 hours of training that includes customer service, diversity, violence in the workplace, lifting and handling techniques, working with special populations, communication skills, seizure management, bus safety and situational analysis.

All staff is encouraged to attend local, regional and national training opportunities.

6. How many drivers of KDOT vehicles do you have? One
Compensated driver with CDL: One
Volunteer driver with CDL None
Volunteer driver without CDL None
7. Have all drivers been to the RTAP Driver's Training in the last 2 years? Yes
You must attach certificates/documentation to the back of application—attached.

SECTION H – Financial Management/Grant Management Capability

1. The federal or state funds requested **MUST NOT** be used to replace local funds. Describe your financial support from local government and local match in excess of minimum requirements. You must submit letters of support from each source of local match, the letters must include the amount of financial support as well as when the funds will be available. (Attached).
2. Attach a copy of your agency transportation budget for the previous year (attached). A copy of your KDOT budget will not be accepted.
3. Describe the experience your agency has in managing grants and/or other governmental grant programs.

Sedgwick County Department on Aging has managed federal, state and local grants for aging and disability services for over 30 years. Currently, the department issues over 140 grants and contracts to various vendors that total \$5 million. Our experience with grants for transportation include grants awarded by: FTA, KDOT, Kansas Department on Aging, Administration on Aging, Kansas Council on Developmental Disabilities, U.S. Department of Housing & Urban Development, and National Center on Senior Transportation. We also manage Sedgwick County mill levy dollars for transportation.

4. Does your agency have an annual audit performed by a CPA firm?
 Yes No

If yes, attach copy. CPA firm Allen, Gibbs & Houlik completed their last annual audit in March, 2011 and a copy of their report is contained in Sedgwick County's 2010 Comprehensive Annual Financial Report available on their website (Finance Department).

- **New audit requirements effective July 01, 2012. All agencies that receive \$10,000.00 or more in FEDERAL funds will be required to have an audit performed every three years.**

SECTION I – KDOT Contract Activities

1. Every applicant must be a member of a Coordinated Transit District (CTD) to receive general public, elderly and disabled transportation funding from the Kansas Department of Transportation. Are you a participating member of the CTD for your area? Yes. If you are a new applicant, you must contact the chairperson of the CTD in your area to make arrangements for becoming a member and attend CTD meetings. All applicants **MUST** indicate their involvement level with the CTD; this would include membership, attending meetings, serving on committees, etc. List your involvement in the space provided.

SCDOA has been the Administrator of Central Plains CTD #12 since its origination in 1994. As such, our agency has played a major role in the CTD being responsible for dispersion of KDOT and FTA funding to subgrantees,

accounting for expenditures, and collection of ridership information. The administrative agency is also responsible for meeting minutes.

SCDOA had a perfect attendance record at the four CTD meetings held in 2011. An agency is in "good standing" per by-laws if it sends a representative to at least half of the CTD meetings and this requirement was exceeded.

Are you a member in good standing? Yes. Attach to the back of the application a letter from your CTD's administrator or chairperson verifying your agency's participation, attendance, and status of good standing. (Attached).

SECTION J – Local Commitment to Transit

1. Describe what efforts have been undertaken to coordinate with local governmental officials in identifying public transportation needs and whether these are currently being met. Include at the back of this application any written agreements you have with any other organization.

Sedgwick County and City of Wichita entered an inter-local agreement in 2004 for the County to provide transportation to cities that were designated as rural/5311 but became part of the Wichita urbanized area as a result of the census process. This agreement continues and Goddard was added in 2010.

Sedgwick County and City of Wichita work together on identifying and addressing transportation issues, such as dialysis transportation. A representative of Wichita Transit is on the dialysis work group.

Sedgwick County collaborates with the Cities of Bentley, Clearwater, Garden Plain and Mt. Hope to provide volunteer transportation through their senior centers/clubs utilizing RSVP Volunteer Program volunteer drivers.

SCDOA's Director serves on the Metropolitan Transportation Plan Project Advisory Committee (MTP-PAC). This committee is composed of a broad range of representatives from many disciplines throughout the region. Input from the MTP-PAC will help guide the creation of the 2035 MTP. Guidance will include identification of regional goals and objectives, strategies and performance measures for the plan, identify project selection criteria, provide feedback on written sections of the MTP and help prioritize projects.

Wichita Area Metropolitan Organization (WAMPO) - City of Wichita Division - devised a survey on transportation needs and SCT, Harvey County Department on Aging, Butler County Department on Aging, and 5310 human service agencies participated in this endeavor to make it one of the best survey returns WAMPO has seen from past surveys conducted.

SCDOA coordinated with the City of Wichita and other organizations in 2011 on a grant awarded by National Center on Senior Transportation to increase access to public transportation among Hispanic elders. The project included extensive outreach activities to identify needs/barriers and how to address them.

SECTION K-CAPITAL ASSISTANCE BUDGET

Vehicles to be ordered Fall/Winter 2012 and Delivered Spring/Summer 2013

1. Estimated Vehicle Costs

Vehicle Type	Quantity	Estimated. Unit Cost	Total Cost
Mini-Van		\$ 26,000	
Ramp Accessible Mini-Van		\$ 39,000	
13-passenger composite body mini-bus		\$ 50,000	
13-passenger metal body mini bus		\$ 51,000	
20-passenger composite body small transit bus		\$ 57,100	
20-passenger metal body small transit bus		\$ 58,500	

SUBTOTAL \$ N/A

2. Estimated Costs for Modifications and Accessories

Modification	Quantity	Estimated Unit Cost	Total Cost
Wheelchair Lift		\$ 3,300	
Wheelchair Restraint System		\$ 550	
Fixed Route Equipment		\$ 5,365	
Other Equipment (Specify) Radio's Seat Belt Extender		Contact KDOT	
Trapeze - NOVUS Software		Contact KDOT	
Mobile Data Terminals (MDT's)		Contact KDOT	

SUBTOTAL \$ N/A

- | | | |
|----|---|----|
| 3. | Total Estimated Cost (Items 1 and 2) | \$ |
| 4. | Contingencies (2 ½ % of Line 3) | \$ |
| 5. | Total Estimated Capital Cost (Line 3 and 4) | \$ |
| 6. | Section 5311 Grant Request (80% of Line 5) | \$ |
| 7. | Local Matching Share (20% of Line 5) | \$ |

8. Itemize the sources and amounts of funds to be used as the **Local Matching Share**. Include letters of commitment, at the back of this application, from all sources verifying the amount of local match and when the funds will be available.

Source	Amount
Sedgwick County Government	\$ N/A

KDOT Is not responsible for sales tax on new vehicles

**SECTION L- OPERATING ASSISTANCE BUDGET
(July 01, 2012 to June 30, 2013)**

1. Paid full time or part time personnel Costs. **Do not** include administrative personnel costs (such as Transit Manager/Director)

Job Title	Number of Employees	Salary (Annual)	Fringe Benefits Paid (Annual)	Total Personnel Costs
Driver(s) FT Deviated Fixed Rt.	1	\$ 22,916	\$ 15,278	\$ 38,194
Dispatcher(s) FT	1	\$ 24,466	\$ 16,311	\$ 40,777
Dispatcher(s) PT	1	\$ 7,830	\$ 0	\$ 7,830

Total Personnel Costs \$ 86,801

- | | |
|---|--------|
| 2. Vehicle Insurance | 500 |
| 3. Advertising | 1,200 |
| 4. Fuel | 22,000 |
| 5. Maintenance, Repair, Lubrication, Parts, Labor | 20,000 |
| 6. Storage (Paid) | 0 |
| 7. Contract Services (Specify Name and Reason)*
(You must attach to the back of this application a copy of the contract)—attached
Required due to limitations of our program to fill some gaps in our service area. | 50,000 |
| 8. Communications/Phone | 2,400 |
| 9. Other (Must Specify Each Item) | |
| a. Vehicle software and hardware upgrades | 14,000 |
| b. Towing | 500 |
| 10. License and Registration | 44 |
| 11. KPTA Membership Dues | 65 |
| 12. KPTA Annual Meeting Expenses | 1,000 |

- | | | |
|-----|--|------------|
| 13. | RTAP Driver Training | 140 |
| 14. | RTAP Manager Training | 150 |
| 15. | KCC Registration Fee | 0 |
| 16. | DOT Driver's Physical | 200 |
| 17. | TOTAL OPERATING EXPENSES | \$ 199,000 |
| 18. | List any general comments and explanation of any of the line item costs shown in the budget above. Be sure to fully explain any new or increased expenses for significant increase in operating expenses. N/A | |
| 19. | PROJECT INCOME | \$ 5,000 |
| | Source of project income: Fares (customer co-pays) | |
| 20. | NET OPERATING COST (Line 17 minus Line 19) | \$ 194,000 |
| 21. | SECTION 5311 GRANT REQUEST (50% of Line 20) | \$ 97,000 |
| 22. | LOCAL MATCHING SHARE (50% of Line 20) | \$ 97,000 |
| 23. | Itemize the sources and amounts of funds to be used as the Local Matching Share . Include the in-kind amount that has been shown in the budget as a part of the matching funds. Do not include KDOT grant or project income. You must attach to the back of this application copy of letters of commitment from each source of local match; these letters must include the amount of local match and when the funds will be available. | |

Source	Amount
Sedgwick County Government (32%)	\$ 62,080
Kansas Dept of Transportation (18%)	\$ 34,920
Grand Total Local Matching Share	\$ 97,000
24. 10% Administrative Operating Funds	\$ 19,400

SECTION M- SUSTAINABILITY

1. If state or U.S.C. 49-5311 funding was decreased how might your transit system maintain the current level of service? What services would be eliminated? Be specific.

During the budget session, our department would propose a supplemental request for mill levy funds to cover potential amount lost in order to continue the program at current levels. In the event this process is not approved due to lack of funds and sheer number of other supplemental requests to be filled, the agency would be forced to scale back service as the program could not maintain the same level of operations. We would do our best to assist individuals with finding alternative transportation; however, private transportation alternatives are costly and may not be affordable, and volunteer transportation may not be available.

SECTION N - Certifications

Authorized officials must have a letter approving their ability to sign on behalf of their agency. The authorization letter must be signed by an agency CEO, president, or director and attached to the back of this application.

1. FISCAL AND MANAGERIAL CAPABILITIES CERTIFICATION

I certify that based on my experience with Sedgwick County Department on Aging and a review of the organization records, that the organization has the requisite fiscal and managerial capability to carry out the project.

_____ Date
Agency CEO, President, Director or authorized official

2. MAINTENANCE CERTIFICATION

Sedgwick County Department on Aging certify that vehicles purchased under Section 5311 will be maintained in accordance with detailed maintenance and inspection schedule provided by the manufacturer.

_____ Date
Agency CEO, President, Director or authorized official

2. ASSURANCE OF COMPLIANCE WITH 49 CFR PART 40 PROCEDURES FOR TRANSPORTATION WORKPLACE DRUG TESTING PROGRAMS AND 49 CFR PART 655 PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS CERTIFICATION:

Sedgwick County Department on Aging certify that the agency will comply with all applicable federal DOT drug and alcohol testing regulations. The agency will participate in and comply with the Drug and Alcohol Program administered by KDOT. All employees of 5311 funding recipients, subrecipients, operators, or contractors who perform safety-sensitive functions as defined in 49 CFR Part 655 will be included in the drug and alcohol program.

_____ Date
Agency CEO, President, Director or authorized official

4. ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 CERTIFICATION:

Name of Organization: Sedgwick County Department on Aging

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the U.S. Department of Transportation, to the end that, in accordance with Title VI of the Act, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department under Federal Transit Administration Act programs; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient by the Department under Federal Transit Administration programs, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided this assurance shall obligate the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Recipient for the period during which the Federal financial assistance is extended to it by the Department under Federal Transit Administration programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Recipient by the Department under Federal Transit Administration programs. The Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representatives and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient, its successors, transferees, and assignees. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

_____ Date
Agency CEO, President, Director or authorized official

(To be completed and signed by each agency—no exceptions)

CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE

Name of Transportation Provider Agency (hereafter referred to as Applicant):

Sedgwick County Department on Aging

The Applicant assures compliance with the following regulations:

I. Certifications and Assurances Required of each Applicant

A. Standard Assurances: The Applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other Federal requirements in carrying out any project supported by an FTA grant or cooperative agreement.

B. Intergovernmental Review Assurance: The Applicant assures that its application for FTA assistance has been forwarded to the Kansas Dept. of Transportation.

C. Nondiscrimination Assurance: No person on the basis of race, color, religion, national origin or ancestry, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the FTA.

D. Assurance of Nondiscrimination on the Basis of Disability: No otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA.

E. Procurement Compliance: The Applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, regulations, and the requirements of FTA Circular 4220.1E "Third Party Contracting Requirements".

F. Certifications and Assurances Required by the U.S. OMB: The Applicant certifies that it has the legal authority to apply for Federal assistance and has the institutional, managerial, and financial capability (including the funds sufficient to pay the local share of project cost) to ensure proper planning, management, and completion of the project described in its grant application. The Applicant will give FTA, the Comptroller General of the United States, and the Kansas Dept. of Transportation, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award.

G. Lobbying Certification

Each Applicant that submits an application for Federal assistance exceeding \$100,000, hereby certifies that no Federal appropriated funds have been or will be paid, by or on behalf of the Applicant, to any person to influence or to attempt to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement.

H. Public Hearing Certification for Major Projects with Substantial Impacts

An Applicant seeking Federal assistance for a capital project authorized by 49 U.S.C. Chapter 53 (except Urbanized Area Formula Program assistance), that will substantially affect a community or its transit service must provide an adequate opportunity for a public hearing with adequate prior notice of the proposed project published in a newspaper of general circulation in the geographic area to be served.

I. Certification for the Acquisition of Rolling Stock

The Applicant will conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and will maintain on file the certifications required by 49 CFR Part 663, subparts B, C, and D.

J. Bus Testing Certification

The Applicant certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus:

- a. The model of the bus will have been tested at a bus testing facility approved by FTA.
- b. It will have received a copy of the test report prepared on the bus model.

K. Charter Service Agreement

The Applicant agrees that it and its recipients will provide charter service that uses equipment or facilities acquired with Federal assistance authorized for 49 U.S.C. 5307, 5309, or 5311 or Title 23 U.S.C., only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its recipients desire to provide.

L. School Transportation Agreement

The Applicant agrees that it and all of its recipients will engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(f).

M. Substance Abuse Certification

The Applicant certifies that it has established and implemented an alcohol misuse prevention program, an anti-drug program and has conducted employee training complying with the requirements of 49 CFR part 655, when required.

O. Interest or Other Financing Costs

The Applicant certifies that it will not seek reimbursement for interest and other financing costs unless its records demonstrate it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

Date:

Authorized Representative of Applicant

Section O.

CERTIFICATION FOR EQUIVALENT SERVICE FORM

Sedgwick County Department on Aging certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered in individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to the following service characteristics:

- 1. Response time;**
- 2. Fares;**
- 3. Geographic area of service;**
- 4. Hours and days of service;**
- 5. Restrictions or priorities based on trip purpose;**
- 6. Availability of information and reservation capability; and**
- 7. Any constraints on capacity or service availability**

In accordance with 49 CFR37.777, public funded entities operating demand responsive systems which receive financial assistance under Sections 5310 or 5311 of the Federal Transit Act must file this certification with the Office of Public Transportation off – Kansas Department of Transportation. Such public entities receiving FTA funds under any other section of the Federal Transit Act must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing.

Name of Authorized Official (print or type)

Signature: _____

Title:

Date:

SECTION P.- APPLICATION VERIFICATION

Authorized officials must have a letter approving their ability to sign on behalf of their agency. The authorization letter must be signed by an agency CEO, president, or director and attached to the back of this application.

Sedgwick County Department on Aging declares that the statements in the foregoing application is true and correct.

Signed by: _____

(Authorized Representative)

(Title)

Approved As To Form

A handwritten signature in black ink, appearing to read "Bill Hayward", is written over a horizontal line.

Section Q. - CHECK OFF SHEET

Please be advised that your application should include all of the following:

- Typed and completed** application
- All signature forms have been signed by appropriate parties
- Articles of Incorporation **OR** a current letter of good standing by Secretary of State.
- Map of service area
- Last year's transportation budget showing all funding sources **(not the KDOT Budget Sheet)**
- Letter to the MPO (if in urbanized area)
- Letter of good standing from CTD Administration
- Current letters of support from local units of government
- Copies of service contracts that you have with any contractor
- Letter of authority of authorized signature
- Copy of required public notice & DBE notification
- Submit one 'original' application and **one additional copy if a vehicle is being requested**
- Letters of Certifications for **ALL** sources of local match
- Copies of RTAP training certificates for all drivers including volunteers
- All attachments are included at the back of the application – no duplex (double sided) pages

SECTION R.- CERTIFICATE OF AUTHORITY

Certificate of Assignment of Authority To Coordinated Transit District

I hereby certify that my agency is a member of the Coordinated Transit District # 12 whose address is 2622 W. Central, Suite 500, Wichita, KS 67203. As the duly authorized representative of my agency, I give the authority to the CTD Chairperson to act as our agent to represent our Coordinated Transit District in all operations transaction matters, such as signing the legal agreements between our Coordinated Transit District and the Kansas Department of Transportation.

I acknowledge that this certificate is to be furnished to the Coordinated Transit District and the Kansas Department of Transportation in connection with the above referenced legal agreements, and is subject to applicable State and Federal laws, both criminal and civil.

Agency Name: Sedgwick County Department on Aging

Signature of Agency's Authorized Representative: _____

Printed Name of Agency's Authorized Representative:

Date:

SECTION S.- SERVICE PROFILE

Agency: Sedgwick County Department on Aging
Contact Person: Valerhy Powers or Kandace Bonnesen
Address:
2622 W. Central, Suite 500, Wichita, KS 67203

CTD #: 12

Phone Number: (316) 660-5158 or (316) 660-5157
Fax Number: (316) 660-1936
E-mail: vpowers@sedgwick.gov or kbonnese@sedgwick.gov
Website: sedgwickcounty.org/aging

Clientele

- Elderly
- Disabled
- General Public

Description of System

Modified brokerage that provides both direct and contracted transit services with wheelchair lift accessibility.

Trips Made

- Medical
- Personal Business
- Education
- Recreational
- Shopping
- Employment
- Nutrition Site
- Other Trips:

Service Area

Rural Sedgwick County including Andale, Bentley, Cheney, Clearwater, Colwich, Furley, Garden Plain, Goddard, Mt. Hope, Peck, Schulte, Sedgwick and Viola.

Service Hours

Weekdays.....M - F
Weekends.....Sat/Sun based on availability
Additional Hours...24/7 based on availability

Fares

Rates: \$3 one-way

Funding

- Section 5311, Capital
- Section 5311, Operating
- Section 5307, Capital
- Section 5307, Operating
- Section 5310, Capital
- Section 5310, State Operating
- Section 5309, Capital
- Section 5316, Capital
- Section 5316, Operating
- Section 5317, Capital
- Section 5317, Operating

Vehicles (list 'KDOT' vehicles only)

Total Vehicles 2
Total Lift or Ramp Vehicles 2
 Communications on board

Organization Characteristics

Organization Type:

- Non-Profit Corporation
- Local Government (City or County)
- Native American Tribe
- Other:

Service Type:

- Demand Response
- Deviated Fixed Route
- Fixed Route
- Other:

SECTION T.- EMERGENCY PLANNING AFTER HOURS CONTACT AND VEHICLE INVENTORY

Agency: Sedgwick County Department on Aging CTD #: 12
Contact Person: Valerhy Powers
Address:
2622 W. Central, Suite 500, Wichita, KS 67203

Phone Number: (316) 660-5158
Fax Number: (316) 660-1936
E-mail: vpowers@sedgwick.gov
Website: sedgwickcounty.org/aging

After Hours Contact

Contact Person #1: Valerhy Powers
Home Phone #: (316) 729-8074
Cell Phone #: (316) 619-3303
Fax Number: N/A
Personal E-mail: valerhypowers@yahoo.com
Does the cell phone have text message capabilities? Yes

Contact Person #2: Kandace Bonnesen
Home Phone #: (316) 744-1477
Cell Phone #: (316) 833-0293
Fax Number: N/A
Personal E-mail: wnkbonesen@sbcglobal.net
Does the cell phone have text message capabilities? Yes

Total Number of KDOT vehicles which are available for use during an emergency?

Lift/Ramp Equipped: 2
Non Lift/Ramp Equipped: None

Total Number of Agency vehicles which are available for use during an emergency?

Lift/Ramp Equipped: 1
Non Lift/Ramp Equipped: None

Where are the vehicles housed? In lot at Sedgwick County Fleet Management, 1021 Stillwell, Wichita, KS. They are behind locked gate in the evening with 24-hour surveillance and Public Works security patrol.

Where are the vehicle keys located and who has access to them? Our vehicles have 3 sets of keys. One set is with the driver, one is with Fleet Management in a locked box and one is at Sedgwick County Department on Aging in a locked box.

**KDOT FY13 Application
Sedgwick County Department on Aging**

Continuation of Section A – Board of Directors

**Sedgwick County Board of Commissioners
525 N. Main #320
Wichita, KS 67203
Phone (316) 660-9300
Fax (316) 383-8275**

Note: 2012 Chair to be appointed January 11

First District

Commissioner Dave Unruh
2011 Chairman

Second District

Commissioner Tim R. Norton

Third District

Commissioner Karl Peterjohn

Fourth District

Commissioner Richard Ranzau

Fifth District

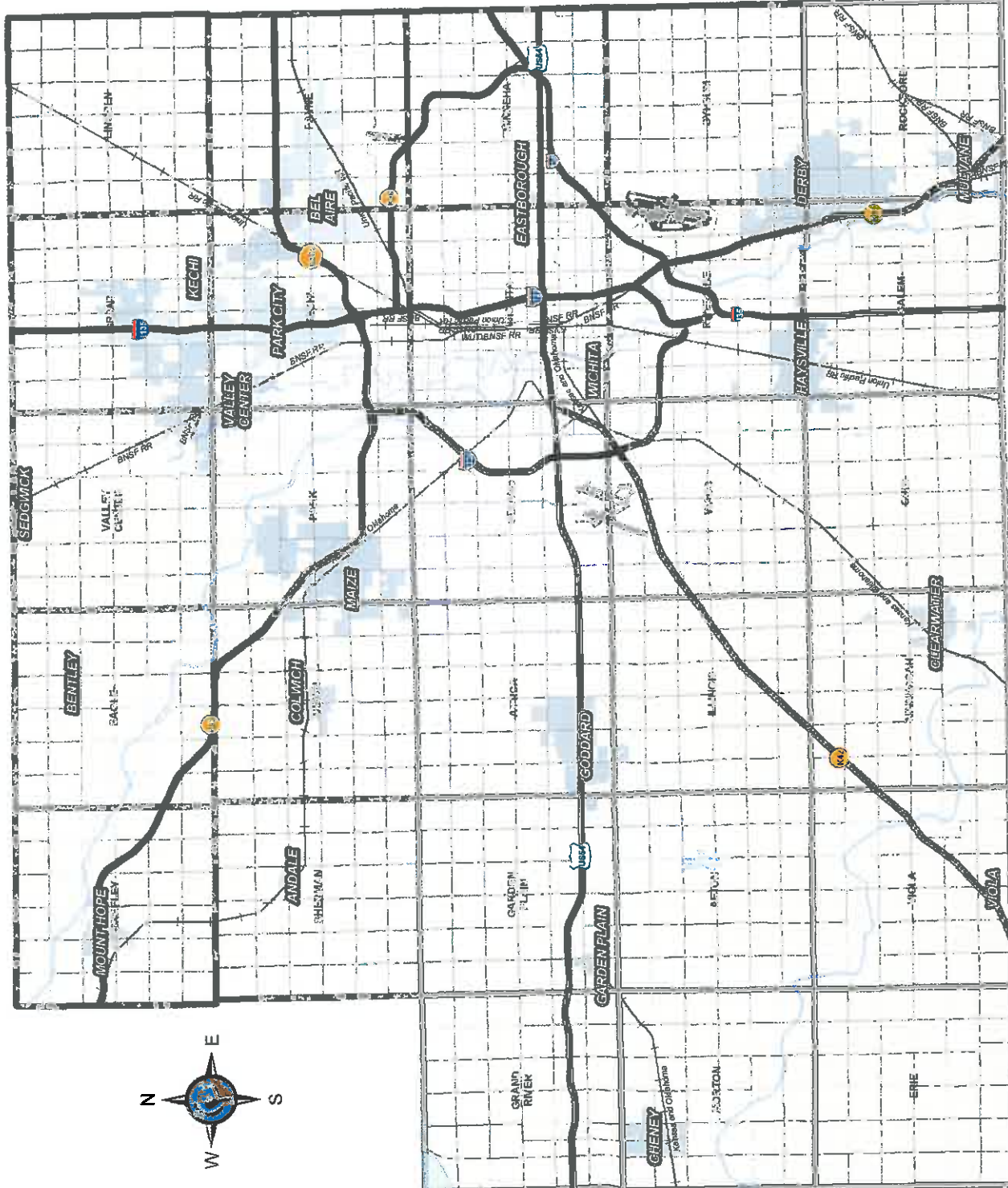
Commissioner Jim Skelton

Road Map

2010

Sedgwick County, Kansas

- 125th N
- 117th N
- 109th N
- 101st N
- 93rd N
- 85th N
- 77th N
- 69th N
- 61st N
- 53rd N
- 45th N
- 37th N
- 29th N
- 21st N
- 13th N
- 4th N (Central)
- US54 Hwy (Kolkog)
- 15th S (Henry)
- 23rd S (Pawnee)
- 31st S
- 39th S (MacArthur)
- 47th S
- 55th S
- 63rd S
- 71st S
- 79th S
- 87th S
- 95th S
- 103rd S
- 111th S
- 119th S



- 407th W
- 391st W
- 375th W
- 359th W
- 343rd W
- 327th W
- 311th W
- 295th W
- 279th W
- 263rd W
- 247th W
- 231st W
- 215th W
- 199th W
- 183rd W
- 167th W
- 151st W
- 135th W
- 119th W
- 103rd W (Maize)
- 87th W (Tyler)
- 71st W (Ridge)
- 55th W (Hoover)
- 39th W (West)
- 24th W (Meridian)
- 10th W (Seneca)
- 2nd E (Broadway)
- 15th E (Hydrus)
- 31st E (Hillside)
- 47th E (Claver)
- 63rd E (Woodlyn)
- 79th E (Rock)
- 95th E (Webb)
- 111th E (Greenwich)
- 127th E
- 143rd E
- 159th E

DATE: 7/21/2010



It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that these are inaccurate information.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

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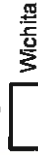
Population per Census Block

2000 U.S. Census

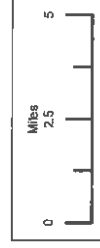
Sedgwick County, Kansas

Legend

City Limits



Persons per Census Block

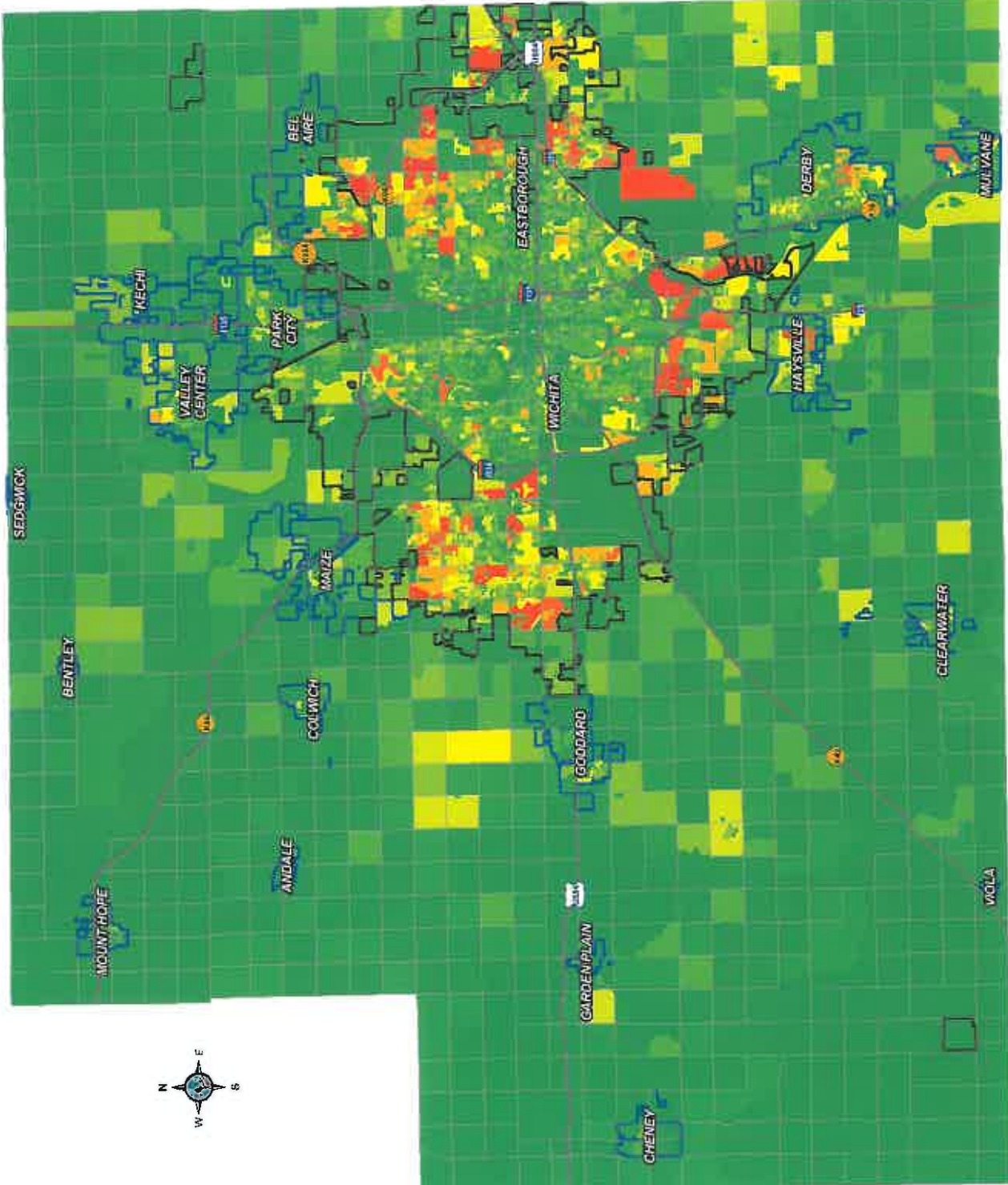


DATE: 6/30/2010

We understand that the Sedgwick County GIS Division of Information Services is not a public utility or a public health authority and as such does not have the authority to incorporate the data displayed.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

- 125th N
- 117th N
- 109th N
- 101st N
- 93rd N
- 85th N
- 77th N
- 69th N
- 61st N
- 53rd N
- 45th N
- 37th N
- 29th N
- 21st N
- 13th N
- Central
- Kellogg
- Henry
- Pawnee
- 31st S
- MacArthur
- 47th S
- 55th S
- 63rd S
- 71st S
- 79th S
- 87th S
- 95th S
- 103rd S
- 111th S
- 119th S



- 407th W
- 391st W
- 375th W
- 359th W
- 343rd W
- 327th W
- 311th W
- 295th W
- 279th W
- 263rd W
- 247th W
- 231st W
- 215th W
- 199th W
- 183rd W
- 167th W
- 151st W
- 135th W
- 119th W
- Maize
- Tyler
- Ridge
- Hoover
- West
- Median
- Seneca
- Broadway
- Hydraulic
- Hillside
- Oliver
- Woodlawn
- Rock
- Webb
- Greenwich
- 127th E
- 143rd E
- 159th E

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KDOT Application – List of Transportation Providers
 Section E1 – Coordination Efforts Attachment

Provider Name	Clientele	Service Area	Service Days and Hours	Fares	Contact Person	Telephone No.
ABC Taxi & American Cab	General Public & Medicaid	Kansas	24/7	\$2 flag; \$2/mile	Dispatch	(316) 264-4222
American Red Cross	Elderly (60+), ambulatory only, medical only	Wichita, Bel Aire, Maize, Haysville, Park City, Derby, Valley Center	8:30 – 3:30 Mon. – Fri.	Donation	Dispatch	(316) 219-4040
Anytime, Anywhere	Non-ambulatory General Public, Stretcher service & Medicaid	United States	24/7	Wheelchair \$60 one-way, \$80 round-trip Stretcher \$200 one-way. Mileage rates may apply.	Dispatch	(316) 775-1591
The Arc of Sedgwick County	Disabled, Clients only	Sedgwick County	Events evening & weekends and daytime summer events	Fares are included in the client's program.	Kristen Phillips	(316) 943-1191
Arrowhead West	MR/DD, Medicaid Clients only	Sedgwick County	8 A – 5 P Mon. – Fri.	Built into the fees	Danielle Romme	(316) 722-4554
Best Cab	General Public	Kansas	24/7	\$2 flag; \$2/mile	Dispatch	(316) 838-2233
Break-through Club of Sedgwick County	MI (16+), Clients only	Sedgwick County	6:30 AM – 4:30 PM Mon. – Fri. Evenings: Mon., Wed., Fri.	\$0	Katie Gibbons	(316) 269-2534
Catholic Charities Adult Day Services	Elderly & Disabled, Clients only	Wichita	7:30 AM – 5 PM Mon. – Fri.	\$0	Kim Jackson	(316) 942-2008
CPRF Timber Lines	Elderly, Disabled	Wichita	8 AM – 5 PM Mon. – Fri.	\$3 to \$25 one-way	Dispatch	(316) 651-5289

KDOT Application – List of Transportation Providers
 Section E1 – Coordination Efforts Attachment

COMCARE of SG CO	MI, Medicaid Clients only	Sedgwick County	8 – 5 w/some evening hrs	\$0	Brian Grier or Bill Cave	(316) 660-7700
Comfort Care Transportation	General Public	Kansas	7 AM – 6 PM, Mon – Sat., some Sundays	\$45 one-way (outside of Wichita + mileage-- \$2.50/mile if no guerney or oxygen)	Dispatch	(316) 304-1853
Derby Dash	General Public	Derby city limits	7:30 AM to 4:00 PM Mon - Fri	\$2 one-way	Dispatch	(316) 788-7433
Envision	Disabled, Clients only	Wichita	6 AM – 6 PM, Mon. – Fri.	\$2.50	Tiffany Cook or Jim Helzer	(316) 425-7154
First Class	Sedgwick County Clients Only	Sedgwick County	6:30 AM – 6 PM, Mon. – Fri.		Mike Boettcher	(316) 524-4413
First Presbyterian Transp. Club	Elderly Membership only	Wichita	9 AM – 11:30 AM, 1 PM – 4 PM, Mon. – Fri.	\$30 for non-church members; \$20 for members; \$2 each way	Dispatch	(316) 267-1675
GED Specialized Transp.	General Public	Wichita	24/7	\$40 one-way (outside Wichita + mileage)	Dispatch	(316) 269-1200 Phone # no longer in working order
Gordon Transport.	Medicaid	Wichita	8 AM – 5 PM, Mon. – Fri.	\$12.50 one-way (outside of Wichita + mileage)	Dispatch	(316) 461-5811
Heartspring	Disabled (age 5 – 22), Clients only	Sedgwick County	24/7	\$0	Paul Faber	(316) 634-8796
Home Instead	Elderly	Wichita & Surrounding cities	24/7	\$14.95 hr w/2hr min.	Staff	(316) 612-7541
House of Hope	Disabled, Clients only	Sedgwick County	3 PM- ()AM, Mon. – Sun.	\$0	Alma Johnson	(316) 265-6195
KETCH	Disabled, Clients only	Wichita & Sedgwick County	7:00 AM – 5: 15 PM, Mon. – Fri.	\$2.50 one-way	Mary Lou Bennett	(316) 383-8796

KDOT Application – List of Transportation Providers
 Section E1 – Coordination Efforts Attachment

LOVE, Inc.	Elderly	Wichita	As needed (3 – 10 day notice)	\$0	Staff	(316) 265-0500 (Tues. & Thurs., 10 AM – 1 PM)
Mental Health Assn of South Central KS	MI, Medicaid Clients only	Sedgwick County	8AM-5PM Mon - Fri	\$0	Christi Sparks or Cathy Barnes	(316) 685-1821 Ext 300 or 322
Midwest Express	General Public, Medicaid	Wichita and surrounding areas	5:30 AM – 5:30 PM, Mon. – Fri. Some Sat.	Rates dependent on destination	Dispatch	(316) 207-7271
Mt Hope Community Develop- ment	Elderly, Disabled, Clients only	Wichita, Hutchinson & Halstead	7:30 AM – 5 PM, Mon. – Fri.	Per Mile	Pat Kissick	(316) 667-2431
On Time Transport.	General Public, Medicaid	Wichita & Surrounding Cities	8 AM – 5 PM, Mon. – Fri.	\$12.50 ow (+ mileage outside of Wichita)	Dispatch	(316) 807-6732
Prairie View	MI, Clients only	Harvey	Office Hours	\$0	Chris Zuecher	(316) 284-6400
Project Indepen- dence	MI, Clients only	Wichita	8 PM – 10 PM, Mon. – Fri.	\$0	Rene Strunk or Carr Floyd	(316) 262-6898
Rainbows United	Disabled children (0 – 5 age), Clients only	Sedgwick County	7 AM – 5:45 PM, Mon. – Fri.	Sliding fee scale	Betty Graham or Deb Voth	(316) 267-5437
Royal Chariot Transp.	General Public & Medicaid	Wichita and surrounding communities	Mon – Fri 8:00 – 5:00	ICT to ICT (ambulatory) \$12.50 + \$1 mile after 10 (non-amb.) \$25 one-way + \$1 mile after 10; KS travel costs vary call for actual cost.	Dispatch: Clint	(316) 771-7320
Sedgwick County Transpor- tation	General Public	Sedgwick County	24/7 – based on availability	\$3 one way	Dispatch	(316) 660-5150
SLR Transp.	Medicaid	Wichita	7 AM – 6 PM, Mon. – Fri.	\$0	Dispatch	(316) 761-6263
Southeast KS shuttle Service	General Public (medical only)	Kansas	24/7	\$1 per mile	Dispatch	(316) 990-6877
Starkey, Inc.	MR/DD, Medicaid Clients only	Wichita & Sedgwick County	24/7 based on client need/home	\$0	George Harris	(316) 942-4221 ext. 2127

KDOT Application – List of Transportation Providers
 Section E1 – Coordination Efforts Attachment

Sunny Dayz Transport.	General Public, Medicaid	Sedgwick County	6 AM – 6 PM	\$12.50 ow (+ mileage outside of Wichita)	Dispatch	(316) 806-7673
Thunder Enterprises	General Public, Medicaid	Sedgwick County	6 AM – 6 PM, Mon. – Fri.	\$12.50 ow (+ mileage outside of Wichita)	Mike Murphy	(316) 262-4955
Veterans Affairs	Ambulatory Veterans only	Wichita	8 AM – 5 PM, Mon. – Fri.	\$0	Staff	(316) 685-3614
Via Christi HOPE	Elderly (55+) Members only	Sedgwick County	7:30 AM – 6 PM, Mon. – Fri.	Enrollment fee	Staff	(316) 858-1111
Wichita Transit	General Public (GP)	Wichita	6AM-6:15 PM M-F, 7AM-5:30PM Sat	\$1.75 fixed route	Dispatch	Fixed: (316) 265-7221
Wichita Transit	GP Disabled	Wichita		\$3.50 one-way Paratransit service	Dispatch	Paratransit: (316) 352-4828
Wisdom Travels	General Public	Sedgwick County	6 AM – 6 PM	\$30 one-way	Sanjaya Perera	(316) 708-1950

Updated December, 2011



*Sedgwick County...
working for you*

**Sedgwick County
Department on Aging**
Annette Graham, Director
2622 W. Central, Suite 500
Wichita, Kansas 67203

**Phone: (316) 660-7298 Fax: (316) 383-7757
Long Distance: 1-800-367-7298**

January 18, 2011

Brenton Holper
Wichita Area Metropolitan Planning Organization
455 N. Main, 10th Floor
Wichita, KS 67202

Re: Applications for KDOT Funding

Dear Mr. Holper,

As required for our FY13 application to KDOT for federal and state transportation funding, this letter is to inform WAMPO that Sedgwick County Department on Aging intends to apply for Rural Section 5311 and Coordinated Transit District #12 Administration funding.

Section 5311 – Rural General Public

Demand response transportation service will be provided to the general public in rural Sedgwick County for any trip purpose. Total funding request for current level operating assistance is \$194,000 with a local match commitment of \$62,080 (32%). FTA would fund 50% (\$97,000) and KDOT 18% (\$34,920). No capital assistance is being requested at this time.

CTD #12 Administration

Continued funding to support administrative functions performed for CTD #12. Funding is to support administrative personnel and training/travel/mileage/misc. Total request for funding is \$7,500 with a local match commitment of \$1,500 (20%).

Thank you for the invaluable support and assistance you have provided to our agency and transportation program as we strive to help Sedgwick County citizens maintain their independence and mobility in the community.

Best regards,

Valerhy Powers
Transportation Director

**FY2012 CONTRACT FOR MILL LEVY,
STATE, FEDERAL AND GRANT FUNDED PROGRAM
AGING
Sedgwick County Transportation Program**

THIS Transportation Contract (the "Contract") is made and entered into this _____ day of _____, 2011 by and between Sedgwick County, Kansas, (hereinafter referred to as the "County") and Cerebral Palsy Research Foundation of Kansas, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, County wishes to make available transportation services to residents of Sedgwick County, Kansas; and

WHEREAS, Contractor warrants that it is fully competent and capable of providing the services hereinafter described in a safe and efficient manner.

NOW, THEREFORE, in consideration of the mutual covenants, promises and Contracts set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF RELATIONSHIP

- 1.1 Contractual Relationship. It is understood and agreed that the legal relationship between Contractor and the County is contractual in nature.
- 1.2 Independent Contractor. The County hereby engages and retains Contractor as an independent contractor and Contractor accepts said engagement and retention. No other relationship is intended to be created between the parties, and nothing herein shall be construed so as to give either party any rights as an agent, employee, joint venturer or partner with the other party. As an independent contractor, the Contractor and its employees will not be within the protection or coverage of the County's worker's compensation insurance (subject to the provisions of K.S.A. § 44-505). Further, neither Contractor nor any of its employees shall be entitled to receive any current or future benefits provided to employees of the County. The County shall not be responsible for withholding social security, unemployment compensation, or state or federal income tax from payments made by the County to Contractor.
- 1.3 Term. This Contract shall become a legal and binding Contract upon signature of same by both parties, but shall be effective as of January 1, 2012 (the "Effective Date"). This contract terminates on December 31, 2012. Notwithstanding the foregoing, the term of this Contract may continue on a month to month basis for a reasonable time after December 31, 2012 if: (A) both parties mutually agree to continue operating under the terms of this Contract while actively negotiating a contract for 2013; and (B) funds are available for the 2013 program year.
- 1.4 Required Certifications. If Contractor is a corporation, limited liability company or other entity that is officially organized in Kansas, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the

KDOT FY13 Application – Sedgwick County Department on Aging
Section E2 – Sample of Coordination Agreement

Kansas Secretary of State. The applicable certificate shall be provided to the County on or before the date this Contract is executed by Contractor.

ARTICLE 2: SCOPE OF SERVICES

2.1 *Purpose.* It is mutually agreed by and between County and Contractor that it is the purpose of this Contract that Contractor provide a program of specialized transportation services to eligible persons in order to maintain ability to reside in the community as long as possible. The program is named, “Sedgwick County Transportation” and may be referred to herein as “SCT.”

ARTICLE 3: PROGRAM GOAL, OBJECTIVE AND GENERAL CONDITIONS

3.1 *Program Goal and Objective.* It is mutually agreed by the parties that this Contract will be evaluated by the County in terms of obtaining the following program goal and objective.

(A) The goal of this program is to provide safe, affordable specialized transportation to access community services. The objective of this program is to provide specialized transportation to eligible persons who are residents of Sedgwick County, Kansas for eligible trips prior authorized by SCT in 2012.

3.2 *General Conditions.*

- (A) Contractor agrees that all rides must be prior authorized by SCT. Rides scheduled directly with the Contractor and not prior authorized by SCT, including adjustments or changes to a ride, are subject to noncompensation.
- (B) Ensure through individual trip planning, coordination of trips and time management that:
 - (i) passengers are picked up no later than 30 minutes after requested pick up time. If this is not possible, Contractor must notify SCT immediately; and,
 - (ii) a back up system is in place and rides are managed in such a way that no SCT passenger is left “stranded.”
- (C) Contractor agrees if SCT has indicated to do so, to ask and punch/initial passenger’s ride card at time of loading passenger. Should a passenger not have their ride card, Contractor is to contact SCT immediately for instruction. One attendant or guest accompanying passenger may ride free and Contractor will not make additional punches/initials on passenger’s ride card. Each additional attendant or guest will require the Contractor to punch/initial passenger’s ride card according to number of one-way rides provided.
- (D) Contractor agrees that SCT allows for choice of contractor when an eligible passenger makes a trip request and it is authorized, but SCT may adjust trip assignments based on passenger’s needs, Contractor availability, or other factors.
- (E) Contractor agrees to comply with all policies and procedures set forth by SCT and will post or keep in each contracted vehicle the SCT Assistance guidelines and Consumer Rules of Conduct sheet. SCT passengers are not to be provided assistance beyond the door and their bags/packages are not to be carried beyond the door.
- (F) Contractor agrees that SCT customers will be given priority service.
- (G) Contractor agrees that the Federal Transit Administration (FTA) requires by law that in order to receive FTA Section 5311 reimbursement for rural general public transportation, the Contractor must have a contract with TMHC Services, Inc., and all safety-sensitive employees per FTA regulations are in FTA's drug and alcohol testing pool and that either of the two listed measures

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be performed by the 15th of each month: a faxed participation roster to TMHC or by the TMHC website perform updates or viewing of the participants roster.

- (H) Contractor agrees to provide a Certificate of Insurance to SCT by December 31, 2011 as proof of insurance coverage at levels described in Article 15.
- (I) Contractor agrees to perform preventive maintenance on all vehicles and to have a vehicle inspection by an ASE certified (or equivalent) mechanic or KDOT inspector completed on each of their vehicles once annually. If inspected by an ASE certified (or equivalent) mechanic, SCT's Vehicle Mechanical & Safety Inspection form dated November, 2008 shall be completed and submitted; if inspected by a KDOT inspector, KDOT's completed form shall be submitted.

ARTICLE 4: COMPENSATION FROM THE COUNTY

4.1 Compensation. Contractor and County expressly understand and agree that payments made to Contractor pursuant to the terms of this Contract shall be on a fee-for-service basis according to the rates and according to the method of billing and payment as set forth in this Contract.

4.2 Billing Procedures. If progress and/or completion of services are provided in accordance with the terms of this Contract, County agrees to pay Contractor in accordance with the following terms:

- (A) Monthly Billing. A monthly billing system will be used and all billings will need to be remitted by the tenth (10th) of each month.
- (B) Billing Content. All billings from Contractor to County shall include an itemization of each ride provided with units of service, date of ride, passenger name, funding code, and summary. Funding codes will be updated regularly by SCT and Contractors will be notified as new funding sources are secured.
- (C) Billing Procedure. County will process the billings, verify information, and issue a check or electronic deposit to Contractor pursuant to the County's standard purchasing procedures.
- (D) Submission of Bills. Contractor must submit a billing statement to County for services provided within thirty (30) days of having provided such services. Failure to submit a timely billing statement will result in extended delays in receiving payment from County for such services.

4.3 Budget. The funds provided to the Contractor pursuant to this Contract are intended to subsidize the cost of providing transportation to the passenger. The passenger and the County will compensate Contractor for the services provided as described below.

- (A) Contractor will not collect any co-pays from the passenger, passenger's attendant or guests. Passengers who owe a co-pay will pay SCT directly.
- (B) Compensation shall be provided to Contractor based on the following mileage rates:

(i)	<u>0 – 2 miles:</u>	<u>\$4.00 one-way</u>
	<u>2.1 – 4 miles:</u>	<u>\$8.00 one-way</u>
	<u>4.1 – 6 miles:</u>	<u>\$10.00 one-way</u>
	<u>6.1 – 8 miles:</u>	<u>\$13.00 one-way</u>
	<u>8.1 – 10 miles:</u>	<u>\$16.00 one-way</u>
	<u>10.1 – 12 miles:</u>	<u>\$19.00 one-way</u>
	<u>12.1 – 14 miles:</u>	<u>\$22.00 one-way</u>
	<u>14.1 – 16 miles:</u>	<u>\$25.00 one-way</u>
	<u>16.1 – 18 miles:</u>	<u>\$28.00 one-way</u>
	<u>18.1 – 20 miles:</u>	<u>\$31.00 one-way</u>
	<u>20.1 – 22 miles:</u>	<u>\$34.00 one-way</u>
	<u>22.1 – 24 miles:</u>	<u>\$37.00 one-way</u>

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<u>24.1 – 26 miles:</u>	<u>\$40.00 one-way</u>
<u>26.1– 28 miles:</u>	<u>\$43.00 one-way</u>
<u>28.1– 30 miles:</u>	<u>\$46.00 one-way</u>
<u>30.1– 33 miles:</u>	<u>\$50.00 one-way</u>
<u>33.1 – 37 miles:</u>	<u>\$56.00 one-way</u>
<u>37.1 – 40 miles:</u>	<u>\$60.00 one-way</u>
<u>40.1 – 43 miles:</u>	<u>\$64.00 one-way</u>
<u>43.1 – 47 miles:</u>	<u>\$68.00 one-way</u>
<u>47.1 – 50 miles:</u>	<u>\$72.00 one-way</u>
<u>50.1 – 55 miles:</u>	<u>\$76.00 one-way</u>
<u>55.1 – 60 miles:</u>	<u>\$80.00 one-way</u>

- (ii) Contractor shall not be compensated for rides that leave passengers waiting more than 60 minutes after scheduled pick-up time with exceptions made for extenuating circumstances.
- (iii) Contractor will not be compensated for a trip to pick up a passenger due to a Contractor scheduling error.
- (iv) No-show trips shall be compensated to Contractor at a flat rate of \$5.00.
- (v) If two or more SCT passengers are picked up from the same location (home, apartment complex, etc.) at the same time and are transported to the same destination(s), Contractor shall be compensated as if this were a single SCT passenger trip.
- (vi) If two or more SCT passengers are picked up with one vehicle from different locations and are transported to the same destination(s), Contractor shall be compensated an additional \$5.00 for the second pick-up plus mileage from the first SCT passenger picked up.
- (vii) Transfers, or transporting an SCT passenger to two or more different destinations, will be based on mileage rate.
- (viii) One SCT attendant may ride with Contractor at no additional charge by Contractor and no compensation will be paid to Contractor.

4.4 Taxes. The County shall not be responsible for any federal, state or local taxes that may be imposed or levied upon Contractor as a result of this Contract.

4.5 Certificate of Tax Clearance. Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

4.6 Services not Performed. Contractor shall not be entitled to receive payments for any program services Contractor is failing or has failed to perform.

4.7 Non-Supplanting Existing Funds. Contractor agrees that funds made available under this Contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

ARTICLE 5: APPEALS AND AUDITS

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5.1 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, the Contractor shall retain the right to appeal, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*), any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests.

ARTICLE 6: CONTRACTOR'S PERSONNEL

6.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the program services described in this Contract. Such personnel shall not be County employees or have any other contractual relationship with the County. All of Contractor's personnel engaged, directly or indirectly, in the provision of program services shall meet the requirements of this Contract, all applicable federal laws, and all applicable laws of the State of Kansas.

6.2 Minimum Wages. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

6.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

6.4 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding the execution of this Contract or, at any time during the pendency of this Contract, are restricted as follows:

- (A) persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing Contract Services, administering this Contract, or handling any funds conveyed hereunder;
- (B) persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing Contract Services or otherwise interacting in any way with persons served pursuant to this Contract; and
- (C) persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8-2116 and 8-2118.

The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military, or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.

Any issues concerning the interpretation of this **Paragraph 6.4** or its application to an individual shall be referred to the Director of the Sedgwick County Department on Aging (the "Director"). The Director's decision shall be final for purposes of compliance with this Contract.

ARTICLE 7: FUNDING

7.1 Reprogramming of Funds. It is understood and agreed that in the event the amount of funds the County actually receives from the County mill levy is less than anticipated, or in the event that no funds are available to the County for funding this Contract, the County may decrease the total compensation and

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reimbursement to be paid hereunder or may terminate or suspend the Contract without liability. Contractor will be reimbursed, in accordance with the other terms of this Contract, for any services provided prior to the date of notice of the termination or suspension of the Contract, or notice of the decrease of total compensation and reimbursement to be paid under.

- 7.2 Inability to Perform Contract. It is understood and agreed that in the event Contractor's rate of progress on this Contract is leading to underspending due to inability to provide program services at the planned level at one time, the County may decrease the total compensation and reimbursement to be paid hereunder or terminate the Contract without any further liability.
- 7.3 Cash Basis and Budget Laws. The right of the County to enter into this Contract is subject to the provisions of the Cash Basis Law (K.S.A. §§10-1112 and 10-1113), the Budget Law (K.S.A. § 79-2935), and other laws of the State of Kansas. This Contract shall be construed and interpreted in such a manner as to ensure the County shall at all times remain in conformity with such laws. Further, the County reserves the right to unilaterally sever, modify, or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of any laws of the State of Kansas.
- 7.4 Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.
- 7.5 Open Meetings. By accepting public funding from the County, or funding administered by the County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County Officials and/or employees of the County.

ARTICLE 8: RECORDS, REPORTS, PROCEDURES & INSPECTIONS

- 8.1 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.
- 8.2 Reports.
- (A) During the term of this Contract, Contractor shall furnish to the County, in such form as the County may require, such statements, records, reports, data and information (hereinafter collectively referred to as "Reports") pertaining to matters covered by this Contract as the County requests. Payments to Contractor may be withheld by the County if Contractor fails to provide all required Reports in a timely, complete and accurate manner. Any payments withheld pursuant to this **Paragraph 8.2** shall be submitted to Contractor when all requested Reports are furnished to the County in an acceptable form. All records and information used in preparation of Reports are subject to review by the County to ensure the accuracy and validity of the information reported.
- (B) Without limiting the foregoing Contractor shall report the following information to the County on a monthly basis no later than the tenth (10th) day of the month following the month in which program services were provided:
- (i) an unduplicated count of program customers served; and
 - (ii) such other data necessary to evaluate the program's effectiveness and efficiency.

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8.3 Access to Records.

- (A) At any time Contractor shall make any and all of its Accounting Information and other records, books, papers, documents and data available to the County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:
 - (i) assisting in litigation or pending litigation; or
 - (ii) any audits or examinations reasonably deemed necessary by the County.
- (B) The County shall be entitled to make excerpts, copies and transcriptions of any of the foregoing information.

8.4 Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation as listed in **Paragraphs 8.1 and 8.2** for a period of three (3) years after receipt of the final expenditure report under this Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

8.5 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records. Confidential information is valuable, sensitive and protected by law. The intent of these laws and policies is to assure that confidential information will remain confidential – this is, it will be used only as necessary to accomplish the organization’s mission. All contractors, subcontractors and vendors of SCDoA and CPAAA must adhere to state and federal regulations in order to protect the confidentiality of information about individuals to whom services are delivered.

- (A) You will only access confidential information for which you have a need to know. You will not copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of your professional activities. You understand that your obligations will continue after termination of contract.
- (B) The following information about individuals receiving services from SCDoA, CPAAA or any of their contractors, subcontractors or vendors must not be disclosed:
 - (i) Name, address or telephone number.
 - (ii) Past or present receipt of any state or local agency or federal program services.
 - (iii) Family, social or economic circumstances.
 - (iv) Medical data, including diagnoses and past history of disease or disability.
 - (v) Income and other financial information.
 - (vi) Department evaluation of personal or medical information.
 - (vii) Program eligibility.
 - (viii) Payment responsibility of someone other than the client for program services provided to a client, unless disclosure of that responsibility meets any of these criteria:
 - (a) Is required by court order.
 - (b) Is required to enable the delivery of services for which the individual or the individual’s representative has requested or applied.
 - (c) Is required for program monitoring purposes by authorized federal, state or local agencies.
 - (ix) If regulations were violated there would be an investigation and opportunity for a hearing. Sanctions for disclosure of protected confidential information may include but are not limited to: termination of contract, criminal prosecution or civil penalty assessments and potential loss of program grants or contracts.

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- (x) Six years is the length of time for record retention for all of the following: client records (after last contact), grants and contracts (after expiration), and billing and payment records (after payment is received). After six years, records are to be disposed of in a shredder.

ARTICLE 9: CONFLICTS OF INTEREST

- 9.1 Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Contract.
- 9.2 Interest of Public Officials and Others. No officer or employee of the County or any member of its governing body or other public official shall have any interest, direct or indirect, in this Contract or the proceeds hereof.
- 9.3 Employment Conflicts.
 - (A) Contractor shall submit written notice to the County in the event:
 - (i) an employee of the County shall also be an employee of Contractor at time this Contract is executed;
 - (ii) an employee of Contractor seeks additional/alternate employment with the County during the term of this Contract;
 - (iii) an employee of the County seeks additional/alternate employment with Contractor during the term of this Contract.
 - (B) The County shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The County may immediately terminate this Contract without any further liability to Contractor if Contractor fails to adhere to the County's decision.
- 9.4 Advisory Council Members. If any Contractor staff or board members serve on any County advisory councils, they shall not be present during nor participate in any discussion (inside or outside of the advisory council's meeting) relating to the program and may not vote in person or by proxy on any matter related to, affecting or affected by the program.
- 9.5 Gratuities and Favors. Contractor shall not directly or indirectly offer any of the County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

ARTICLE 10: ASSIGNMENT & SUBCONTRACTING

- 10.1 Assignment. Neither this Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by Contractor without the prior written consent of the County. This Contract is binding upon and fully enforceable against the successors and assigns of Contractor, whether consented to or not.
- 10.2 Subcontracting. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. All approved subcontracts shall conform to the applicable requirements set forth in this Contract including any and all appendices and amendments, if any. Notwithstanding the County's consent to any subcontracting, Contractor shall remain fully responsible for all obligations of this Contract.

ARTICLE 11: PUBLICATION OF CONTRACT RESULTS

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- 11.1 Contract Related Publications. If this Contract results in a book or other material that may be copyrighted, the author is free to copyright the work. However, the County hereby reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.
- 11.2 Documentation of Originality or Source. All published material and written reports submitted under this Contract or in conjunction with any third party Contracts under this Contract will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in reports shall have the source identified either in the body of the report or in a footnote (regardless of whether the material is verbatim or in an extensive paraphrase format). All published material and written reports shall give notice that funds were provided by a grant from the County.

ARTICLE 12: EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

12.1 Discrimination Prohibited.

- (A) In carrying out this Contract, Contractor shall not discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, or religion and shall comport its performances with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:
- (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.* and 45 C.F.R. Part 80);
 - (ii) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.* and 29 C.F.R. Parts 1602, 1604, 1605, and 1606);
 - (iii) the Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.* and 29 C.F.R. Part 1625);
 - (iv) the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.* and 45 C.F.R. Parts 90 and 91);
 - (v) the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 and 36, and 29 C.F.R. Parts 1602, 1627, and 1630);
 - (vi) the Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.* and 45 C.F.R. Parts 84 and 85);
 - (vii) the Kansas Acts Against Discrimination (K.S.A. 44-1001 *et seq.* and K.A.R. Articles 21-30, 21-31, 21-32, 21-33, 21-34, 21-50, and 21-70); and
 - (viii) the Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.* (including the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 *et seq.* and K.A.R. Article 21-80)).

12.2 Non-Compliance.

- (A) Contractor shall be deemed to be in default of this Contract and it may be immediately canceled, terminated or suspended, in whole or in part, by the County if Contractor violates the applicable provisions of any of the acts, regulations or policies cited in Paragraph 12.1. Furthermore,
- (i) The Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - (ii) In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission
 - (iii) If the Contractor fails to comply with the manner in which the Contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031

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and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

- (iv) If the Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency.

12.3 Flow Through of Requirements. Contractor shall include the provisions of **Paragraphs 12.2** in all of Contractor's subcontracts and purchase orders in order to ensure such provisions are binding upon Contractor's subcontractors.

12.4 Exempt Contractors.

(A) The provisions of this Article 12 (with the exception of those provisions relating to the ADA) are recommended but not enforceable against Contractor if:

- (i) Contractor employs fewer than four (4) employees at all times during the term of this Contract; or
- (ii) all of Contractor's contracts with the County cumulatively total Five Thousand (\$5,000.00) or less during the fiscal year of the County pursuant to K.S.A. 44-1030(c).

12.5 EPA Approved Building. Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Contract is under consideration for such listing by the EPA.

ARTICLE 13: SUSPENSION & TERMINATION

13.1 Suspension of Services. The County may, in its sole discretion, indefinitely suspend Contractor's performance of program services pursuant to this Contract by providing two (2) days notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from the County.

13.2 Termination in Specific Circumstances. In addition to the other provisions of the Contract authorizing termination in specific situations, the Contract may be terminated as specified in **Paragraphs 13.3 and 13.4** below.

13.3 Termination for Cause.

- (A) Contractor shall be deemed to have materially breached this Contract, and the County shall be entitled to terminate the Contract by providing written notice to the Contractor if Contractor:
- (i) fails to fulfill in a timely and proper manner any of its obligations under this Contract (and fails to cure such default within five (5) days after receipt of written notice);
 - (ii) violates any of the terms, covenants, representations, warranties, conditions, or stipulations of this Contract;
 - (iii) authorizes the winding up or reorganization of Contractor;
 - (iv) makes a general assignment for the benefit of creditors; or
 - (v) appoints a receiver.

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- (B) In such event, the County may pursue all damages incurred by the County as a result of Contractor’s breach including, without limitation, incidental, consequential and punitive damages (to the extent allowed by law). The County may withhold any payments due to Contractor for the purpose of set-off until such time as the exact amount of damages due the County from Contractor are determined. In addition, any information prepared by Contractor to carry out this Contract including, without limitation, data, studies, surveys, records, drawings, maps and reports shall, at the option of the County, become the property of the County. Said items shall be delivered to the County within ten (10) days after receipt of a written request from the County.

13.4 Termination for Convenience.

- (A) Either party may terminate this Contract, in whole or in part, without stating any reason therefor by providing thirty (30) days written notice to the other party. To be effective, a partial termination shall be assented to in writing by the non-terminating party. Notwithstanding the foregoing, a refusal by a non-terminating party to assent to partial termination shall in no way limit the other party’s right to unilaterally terminate the entire Contract.
- (B) If the County terminates for convenience, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. If the Contract is terminated by either party pursuant to this **Paragraph 13.4**, the Contractor shall be paid for work satisfactorily completed prior to the effective date of termination, provided the provisions of **Paragraph 4.2** have been complied with by Contractor.

ARTICLE 14: INDEMNIFICATION

14.1 Indemnification.

- (A) Contractor shall indemnify, defend and hold harmless the County and its commissioners, officers, employees, agents, legal representatives, successors and assigns (collectively referred to as the "Indemnified Parties") from and against all losses, costs, claims, damages, expenses and liabilities, including without limitation attorneys’ fees, (collectively referred to as the "Liabilities") to the extent:
 - (i) attributable, directly or indirectly, to the Contractor’s failure to perform any of its obligations under this Contract;
 - (ii) attributable, directly or indirectly, to Contractor’s violation of any of the terms, covenants, representations, warranties, conditions, or stipulations contained in this Contract; or
 - (iii) caused or alleged to be caused, in whole or in part, by the negligence or intentional misconduct of Contractor (or any of its directors, officers, members, agents, subcontractors or anyone else for whose acts the Contractor may be liable) regardless of whether or not such Liabilities are caused in part by one or more of the Indemnified Parties.

ARTICLE 15: INSURANCE

15.1 Insurance. Contractor shall maintain insurance according to statutory requirements and in amounts not less than the amounts listed herein. Contractor shall provide to County a Certificate of Insurance evidencing such coverage.

- (A) Bodily Injury, each occurrence, \$500,000.00; aggregate, \$500,000.00;

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- (B) Property Damage, each occurrence, \$500,000.00; aggregate, \$500,000.00;
- (C) Personal Injury, each person aggregate, \$500,000.00; general aggregate, \$500,000.00
- (D) Automobile Liability – Owned, non-owned, hired, rented, or otherwise, bodily injury, each person \$100,000.00; bodily injury, each occurrence, \$500,000.00; property damage, each occurrence, \$500,000.00;
- (E) Professional Liability, \$500,000.00.

ARTICLE 16: NOTICES

- 16.1 Notice Requirements. Any formal notice required or permitted under this Contract shall be deemed sufficiently given if said notice is personally delivered, sent by registered or certified mail (return receipt requested) or sent by means of telefacsimile or telecopier, to the party to whom said notice is to be given. Notices delivered in person or sent via telefacsimile or telecopier shall be deemed to be served effective as of the date the notice is delivered or sent, as applicable. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid.
- 16.2 Notice Information: Until changed by written notice given by one party to the other, the addresses and numbers of the parties shall be as follows:

If to the County:	If to Contractor:
Sedgwick County Department on Aging	CPRF of Kansas, Inc.
Attn: Director	5111 E. 21st
West River Plaza	Wichita, KS 67208
2622 W. Central, Suite 500	(316) 688-1888
Wichita, KS 67203	
FAX (316) 660-1936	

AND

Sedgwick County Counselor's Office
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790
FAX (316) 383-7007

ARTICLE 17: MISCELLANEOUS

- 17.1 Publicity. Contractor shall not publicize in any manner whatsoever the program services to be performed under this Contract or Contractor's participation in the program without prior written consent of the County.
- 17.2 Applicable Law. This Contract shall be governed by, interpreted and construed in accordance with the laws of the State of Kansas, without regard to its conflict of law provisions.
- 17.3 Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Contract or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same

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shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

- 17.4 Descriptive Headings. The descriptive headings of the provisions of this Contract are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.
- 17.5 Attorneys' Fees. In any action or proceeding, arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees.
- 17.6 Amendments. This contract may not be amended unless such amendment is in writing and signed by both parties hereto. Any change that affects objectives of this Contract must be approved by the County Council on Aging and the Sedgwick County Board of Commissioners. Any line item change to the approved budget, must be requested and justified in writing to the Sedgwick County Department on Aging and approved by said department. Line item changes exceeding ten percent (10%) of the approved line item amount must be presented to and approved by the Sedgwick County Board of Commissioners.
- 17.7 Survivorship. Notwithstanding the termination of this Contract, Contractor's obligations with respect to **Article 5** ("Appeals & Audits"), **Article 8** ("Records, Reports, Procedures & Inspections"), **Article 11** ("Publication of Contract Results"), **Article 14** ("Indemnification"), and **Article 17** ("Miscellaneous") and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Contract.
- 17.8 Invalidity. In the event that any provision in this Contract shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.
- 17.9 Phraseology. In this Contract, the singular includes the plural, the plural includes the singular and any gender includes the other gender.
- 17.10 Incorporation of Appendices. Any appendices attached hereto are incorporated by reference are a part of this Contract to the same extent as if fully set forth herein.
- 17.11 Authorities Incorporated by Reference. The parties shall be bound by those provisions and requirements that are applicable and relevant to the program. The Contractor is responsible for reviewing the contents of the applicable authorities and shall be obligated to perform in accordance with their terms whether or not the Contractor has obtained or reviewed a copy of the authorities.
- 17.12 Licenses and Permits. Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

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17.13 *Merger*: This Contract and the documents incorporated by reference constitute the entire Contract between the parties with respect to their relationship as it relates to the provision of program services. There are no verbal understandings, Contracts, representations or warranties between the parties that are not expressly set forth herein. This Contract supersedes all prior Contracts and understandings between the parties, both written and oral.

ARTICLE 18: HIPAA PRIVACY AND SECURITY REQUIREMENTS

18.1 *Definitions.*

- (A) Terms used in this Agreement shall have the same meaning as those terms in the Privacy Rule, as codified in 45 CFR § 164.500, *et seq.*; and the Security Rule, as codified in 45 CFR § 162.102, *et seq.*; or as provided for in the American Recovery and Reinvestment Act of 2009 (ARRA) and regulations adopted under that act.

18.2 *Obligations and Activities of Business Associate.*

- (A) Business Associate acknowledges the Security Provisions - Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, and in the case of a Business Associate that obtains or creates protected health information pursuant to a written contract (or other written arrangement) described in section 164.502(e)(2) of title 45, Code of Federal Regulations, with the Covered Entity, the Business Associate may use and disclose the protected health information only if such use or disclosure is in compliance with the applicable requirement of section 164.504(e) of such title. The additional requirements of Sec. 13404 of the Health Information Technology for Economic and Clinical Health Act (HITECH) part of the American Recovery and Reinvestment Act of 2009 (ARRA), that relate to privacy and that are made with respect to the Covered Entity shall also be applicable to the Business Associate and shall be incorporated into this Agreement.

Business Associate agrees to the following:

- (i) not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (ii) to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (iii) to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (iv) to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (v) to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (vi) to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, if the Business Associate has Protected Health Information in a designated record set.

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- (vii) to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner, if Business Associate has protected health information in a designated record set.
- (viii) to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (ix) to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- (x) to provide to Covered Entity or an Individual, within ten (10) business days of receipt of a written request from the Covered Entity or an Individual, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

18.3 Permitted Uses and Disclosures by Associate.

- (A) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes of the contractual relationship, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

18.4 Specific Use and Disclosure Provisions.

- (A) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the contractual or legal responsibilities of the Business Associate.
- (B) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (D) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

18.5 Obligations of Covered Entity

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- (A) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (B) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (C) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

18.6 Permissible Requests by Covered Entity.

- (A) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Original Contract, the Business Associate may use or disclose protected health information for data aggregation or management and administrative activities of Business Associate.

18.7 Term.

- (A) The Term of this Agreement shall be effective as of date of execution of the agreement by the parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, has been returned to Covered Entity or, at Covered Entity's option, is destroyed, or, if it is infeasible to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Section.

18.8 Miscellaneous.

- (A) A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (B) The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (C) The respective rights and obligations of Business Associate under Sections 18.11(A) and 18.11(B) of this Agreement shall survive the termination of this Agreement.
- (D) Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (E) In addition to any implied indemnity or express indemnity provision in the Original Contract, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including any employees, agents, or subcontractors against any actual and direct losses suffered by the Indemnified Party(ies) and all liability to third parties arising out of or in connection with any breach of this Agreement or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the Privacy and Security Regulations, by the Business Associate or its employees, directors, officers, subcontractors, agents, or other members of its workforce. Accordingly, upon demand, the Business Associate shall reimburse the Indemnified Party(ies) for any and all actual expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party(ies) by reason of any suit, claim, action, proceeding or demand by

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any third party resulting from the Business Associate's breach or other action under this Agreement.

18.9 Security Rule Requirements.

- (A) Business Associate agrees, to the extent any Protected Health Information created, received, maintained or transmitted by or in electronic media, also referred to as electronic protected health care information, as defined by 45 CFR § 160.103, that it will only create, maintain or transmit such information with appropriate safeguards in place.
- (B) Business Associate shall therefore: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health care information; ensure that any agent, including subcontractors, to whom it provides such information shall agree to also implement reasonable and appropriate safeguards to protect the information; and report to the Covered Entity any security incident, as that term is defined by 45 CFR § 164.304, of which it becomes aware.

18.10 Termination.

- (A) Contractor agrees that if the Covered Entity determines the Contractor has violated any material term of this Agreement, the Covered Entity may terminate the contract for cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Original Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (ii) Immediately terminate the Original Contract if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

18.11 Effect of Termination.

- (A) Except as provided in paragraph 18.11(B), upon termination of this Agreement, for any reason, Business Associate shall return to Covered Entity or, at the Covered Entity's option, destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (B) In the event that Business Associate determines that destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make destruction infeasible. Upon such notice, the Covered Entity and the Business Associate shall enter into a supplemental Agreement which shall require the Business Associate to extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

18.12 Notification of Breach.

- (A) A business associate of a covered entity that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured protected health information

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shall, following the discovery of a breach of such information, notify the covered entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the business associate to have been, accessed, acquired, or disclosed during such breach. The business associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c) at the time of the required notification to the Covered Entity, or as promptly thereafter as the information is available.

- (B) For purposes of this section, a breach shall be treated as discovered by the business associate as of the first day on which such breach is known to such associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of such associate) or should reasonably have been known to such associate (or person) to have occurred by the exercise of reasonable diligence.
- (C) Subject to section 18.12(D), all notifications required under this section shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a breach by the business associate involved in the case of a notification required under section 18.11(B). The business associate involved in the case of a notification required under section 18.11(B), shall have the burden of demonstrating that all notifications were made as required under this part, including evidence demonstrating the necessity of any delay.
- (D) If a law enforcement official determines that a notification or notice required under this section would impede a criminal investigation or cause damage to national security, such notification or notice shall be delayed in the same manner as provided under section 164.528(a)(2) of title 45, Code of Federal Regulations, in the case of a disclosure covered under such section.
If a law enforcement official states to the business associate that any notification or notice would impede a criminal investigation or cause damage to national security, the business associate shall:
 - (i) If the statement is in writing and specifies the time for which a delay is required, delay such notification or notice for the time period specified by the official; or
 - (ii) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification or notice temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in (a) is submitted during that time.

18.13 Application of Additional Provisions

- (A) Application of knowledge elements associated with contracts. Section 164.504(e)(1)(ii) of title 45, Code of Federal Regulations, shall apply to the business associate, with respect to compliance with such subsection, in the same manner that such section applies to the Covered Entity, with respect to compliance with the standards in sections 164.502(e) and 164.504(e) of such title, except that in applying such section 164.504(e)(1)(ii) each reference to the business associate, with respect to a contract, shall be treated as a reference to the Covered Entity involved in the agreement.
- (B) Application of civil and criminal penalties. If the business associate violates any provision of subsection (a) or (b), Section 13404 of the HITECH act, the provisions of sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6), the provisions shall apply to the Business Associate with respect to such violation in the same manner as such provisions apply to a person who violates a provision of part C of title XI of such Act.

18.14 Prohibition on Sale of Electronic Health Records or Protected Health Information.

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- (A) In general: Except as provided in section 18.14(B), the business associate shall not directly or indirectly receive remuneration in exchange for any protected health information of an individual unless the Covered Entity has obtained from the individual, in accordance with section 164.508 of title 45, Code of Federal Regulations, a valid authorization that includes, in accordance with such section, a specification of whether the protected health information can be further exchanged for remuneration by the entity receiving protected health information of that individual.
- (B) Exceptions: Section 18.14(A) shall not apply in the following cases:
- (i) The purpose of the exchange is for public health activities (as described in section 164.512(b) of title 45, Code of Federal Regulations).
 - (ii) The purpose of the exchange is for research (as described in sections 164.501 and 164.512(i) of title 45, Code of Federal Regulations) and the price charged reflects the costs of preparation and transmittal of the data for such purpose.
 - (iii) The purpose of the exchange is for the treatment of the individual, subject to any regulation that the Secretary may promulgate to prevent protected health information from inappropriate access, use, or disclosure.
 - (iv) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations in section 164.501 of title 45, Code of Federal Regulations.
 - (v) The purpose of the exchange is for remuneration that is provided by the Covered Entity to the business associate for activities involving the exchange of protected health information that the business associate undertakes on behalf of and at the specific request of the Covered Entity pursuant to the business associate agreement.
 - (vi) The purpose of the exchange is to provide an individual with a copy of the individual's protected health information pursuant to section 164.524 of title 45, Code of Federal Regulations.
 - (vii) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the exceptions provided in subparagraphs (i) through (vi).

IN WITNESS WHEREOF, the County and Contractor have executed this Contract as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

CEREBRAL PALSY RESEARCH
FOUNDATION OF KANSAS, INC.

David M. Unruh, Chairman
First District

Patrick Jonas
President and CEO

Date: _____

Date: _____

ATTEST:

KDOT FY13 Application – Sedgwick County Department on Aging
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Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

Bill H. Raymond
Assistant County Counselor



This is to certify that

Guy Rhodes

has completed the

Coaching The Van Driver IITM

Course

Kansas Rural Transit Assistance Program Sponsoring Agency

Date June 3, 2010

Instructor

John M. Mearns

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F11 LEARNING SYSTEMS, INC.

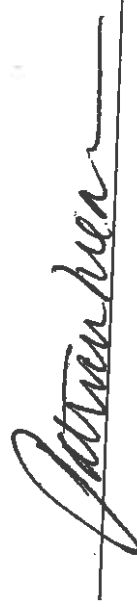
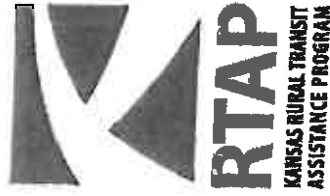
Certificate of Completion

Awarded to

Guy Rhodes

For Attending
Defensive Driving and Emergency Procedures

June 3, 2010
El Dorado, Kansas



Kansas RTAP Manager

Alcohol & Other Drugs at Work: What Employees Should Know

This certifies that



Guy Rhodes - SG Co
Dept on Aging - DRIVER

*has mastered Alcohol and Other Drugs
at Work:
What Employees Should Know*

with a score of 15/15

***on Tuesday, November 23, 2010
12:02:36 PM***

Print this certificate if you have a printer,
or copy with mouse and e-mail as
needed. You may also paste essential
text from this certificate to a document to
retain it for your records.

January 18, 2011

Mr. Scott Lein
Kansas Department of Transportation
Office of Public Transportation
Dwight D. Eisenhower State Office Building
700 SW Harrison St., 2nd Floor
Topeka, KS 66603-3754

Dear Mr. Lein,

The Sedgwick County Commission is committed to public transportation in our County. The Commission supports Department on Aging's intent to apply to the Kansas Department of Transportation (KDOT) for continued funding under the FTA Section 5311 Rural General Public Transportation program for FY13 (7/1/12 to 6/30/13).

Total funding request for current level operating assistance is \$194,000 with a local match commitment of \$62,080 (32%). Federal Transit Administration would fund 50% (\$97,000) and KDOT 18% (\$34,920).

If this federal grant is renewed, affordable and accessible door-to-door transportation service would continue to be available to individuals living in rural Sedgwick County, including the cities of Andale, Bentley, Cheney, Clearwater, Colwich, Garden Plain, Mt. Hope, Sedgwick and Viola, as well as unincorporated areas.

We extend our appreciation to KDOT for the support and assistance they have provided over the years that have made this program possible that provides the only subsidized, affordable transportation to citizens of rural Sedgwick County.

Sincerely,

David M. Unruh, Chairman
First District
Sedgwick County Commission



*Sedgwick County...
working for you*

**Sedgwick County
Department on Aging**

Annette Graham, Director
2622 W. Central, Suite 500
Wichita, Kansas 67203

Phone: (316) 660-7298 Fax: (316) 383-7757
Long Distance: 1-800-367-7298

**U.S.C. 49-5311 Grant Application
To the Kansas Department of Transportation
For Rural General Public Transportation Assistance**

Certification of Local Matching Share Funds

Sedgwick County Department on Aging is applying for a one-year grant renewal for State FY 2013 (July 1, 2012 – June 30, 2013) for continued current level funding. General public transportation service would continue to be provided to the citizens of all incorporated cities and unincorporated areas of rural Sedgwick County. This essential transportation service provides access to services that include general medical care, dialysis treatment, eye and dental care, work, social services and recreational activities.

Operating Assistance

\$ 194,000	Funding requested
97,000	50% Federal Transit Administration
34,920	18% Kansas Department of Transportation
62,080	32% Sedgwick County Department on Aging

Department on Aging certifies that total local matching share of \$62,080 has been approved in the Aging budget for 2012. Amount of local matching share and KDOT matching share may change based on amount awarded by KDOT. In the event KDOT is unable to award \$34,920 in state matching funds, the Department on Aging certifies that it can meet the requirement of 50% matching share of \$97,000.



Ray Vail, Director of Finance
Sedgwick County Department on Aging

1-5-12

Date

Significant Adjustments From Previous Budget Year

- Increased State grant funding for transportation programs

Expenditures	Revenue	FTEs
55,880	55,880	

Total	55,880	55,880	-
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Budget Summary by Category

	2010 Actual	2011 Adopted	2011 Revised	2012 Budget	% Chg. '11-'12
Expenditures					
Personnel	110,486	117,771	119,554	122,757	2.7%
Contractual Services	547,703	735,264	747,764	773,249	3.4%
Debt Service	-	-	-	-	-
Commodities	-	-	-	-	-
Capital Improvements	-	-	-	-	-
Capital Equipment	-	-	-	-	-
Interfund Transfers	-	-	-	-	-
Total Expenditures	658,190	853,035	867,318	896,006	3.3%
Revenue					
Taxes	-	-	-	-	-
Intergovernmental	433,489	562,591	575,091	624,405	8.6%
Charges For Service	36,212	42,986	42,986	36,738	-14.6%
Other Revenue	201,450	201,450	201,450	201,450	0.0%
Total Revenue	671,151	807,027	819,527	862,593	5.3%
Full-Time Equivalentents (FTEs)	3.00	3.00	3.00	3.00	0.0%

Budget Summary by Fund

Expenditures	2011 Revised	2012 Budget
Aging Services-205	36,833	36,833
Aging Grants-254	830,485	859,173
Total Expenditures	867,318	896,006

Budget Summary by Program

Program	Fund	Expenditures				
		2010 Actual	2011 Adopted	2011 Revised	2012 Budget	% Chg. '11-'12
Aging Trans. Admin	254	177,457	214,352	216,135	211,724	-2.0%
Transportation Brokerage	Mult.	480,733	638,683	651,183	684,282	5.1%
Total		658,190	853,035	867,318	896,006	3.3%

Full-Time Equivalentents (FTEs)		
2011 Adopted	2011 Revised	2012 Budget
3.00	3.00	2.00
		1.00
3.00	3.00	3.00



Personnel Summary by Fund

Position Title(s)	Fund	Band	Budgeted Personnel Costs			Full-Time Equivalents (FTEs)		
			2011 Adopted	2011 Revised	2012 Budget	2011 Adopted	2011 Revised	2012 Budget
PT Admin Assistant	254	EXCEPT	2,596	3,915	7,540	0.50	0.50	0.50
Grant Coordinator	254	B220	23,491	24,051	23,160	0.50	0.50	0.50
Office Specialist	254	B115	52,856	53,385	51,407	2.00	2.00	2.00
Subtotal					82,107	3.00	3.00	3.00
Add:								
Budgeted Personnel Savings (Turnover)								
Compensation Adjustments								
Overtime/On Call/Holiday Pay								
Benefits					40,650			
Total Personnel Budget*					122,757			

* The 2011 personnel budget accommodates one additional payroll posting period. The budget is not reflective of an individual employee's annual salary due to the timing variance between the posting of payroll and the employee's receipt of compensation.



• Aging Transportation Administration

The Administration sub-program for the Department on Aging's Transportation Services program is responsible for establishing and maintaining contractual agreements with local transportation service providers. The sub-program is also responsible for providing financial reports to the appropriate agencies to ensure that funding for the services continue.

Fund(s): Aging Grants 254

34040-254

	2010 Actual	2011 Adopted	2011 Revised	2012 Budget	% Chg. '11-'12
Expenditures					
Personnel	110,486	117,771	119,554	82,886	-30.7%
Contractual Services	66,970	96,581	96,581	128,838	33.4%
Debt Service	-	-	-	-	-
Commodities	-	-	-	-	-
Capital Improvements	-	-	-	-	-
Capital Equipment	-	-	-	-	-
Interfund Transfers	-	-	-	-	-
Total Expenditures	177,457	214,352	216,135	211,724	-2.0%
Revenue					
Taxes	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Charges For Service	30,506	33,727	33,727	31,738	-5.9%
Other Revenue	170,625	170,625	170,625	170,625	0.0%
Total Revenue	201,131	204,352	204,352	202,363	-1.0%
Full-Time Equivalents (FTEs)	3.00	3.00	3.00	2.00	-33.3%

Goal(s):

- Maintain the transportation brokerage system for older adults, persons with disabilities, Medicaid recipients and the rural population
- Ensure passengers experience is seamless from door to door
- Continually enhance efficiencies through effective management, innovation, and technology

• Transportation Brokerage

The Transportation Brokerage sub-program provides door-to-door transportation assistance to older adults, persons with disabilities, Medicaid recipients and the rural population. Subsidized transportation provides access to medical care, social services and other needs for the consumer to remain independent and in the community. Transportation services are available 24 hours a day, 7 days a week and are scheduled via a centralized call center. The call center is responsible for matching seniors who need transportation with one of the various transportation service providers who contract with the Department on Aging.

Fund(s): Aging Services 205/Aging Grants 254

	2010 Actual	2011 Adopted	2011 Revised	2012 Budget	% Chg. '11-'12
Expenditures					
Personnel	-	-	-	39,871	-
Contractual Services	480,733	638,683	651,183	644,411	-1.0%
Debt Service	-	-	-	-	-
Commodities	-	-	-	-	-
Capital Improvements	-	-	-	-	-
Capital Equipment	-	-	-	-	-
Interfund Transfers	-	-	-	-	-
Total Expenditures	480,733	638,683	651,183	684,282	5.1%
Revenue					
Taxes	-	-	-	-	-
Intergovernmental	433,489	562,591	575,091	624,405	8.6%
Charges For Service	5,706	9,259	9,259	5,000	-46.0%
Other Revenue	30,825	30,825	30,825	30,825	0.0%
Total Revenue	470,020	602,675	615,175	660,230	7.3%
Full-Time Equivalents (FTEs)	-	-	-	1.00	-

Goal(s):

- Maintain the transportation brokerage system for older adults, persons with disabilities, Medicaid recipients and the rural population
- Provide transportation options for people with no alternative means
- Provide mobility for aging population and people with disabilities



SAP Budget only FY11

Aging Mill Levy 34010-205 Fund 205

BOCC Work Rides	\$100,000
MLAG	\$14,400
Misc.	\$6,666
<i>Subtotal</i>	\$121,066

PD Mill Levy 35001-110 Fund 110

Personnel	\$28,390
Transfer Out	\$159,478
PD Svcs	\$346,091
<i>Subtotal</i>	\$533,959

Rural 2 Mill Levy 34023-205 Fund 205

Aging Transp. Local	\$36,833
<i>Subtotal</i>	\$36,833

Rural St/Fed 340359-11 Fund 254

BU/HV/SG/CTD adm.	\$310,834
<i>Subtotal</i>	\$310,834

Newly Urban 340565-11 Fund 254

PassThru Interlocal	\$120,000
Transfer In Grant M.	\$30,000
<i>Subtotal</i>	\$150,000

Aging Transp. Admin 340409-11 Fund 254

Personnel	\$119,554
Contractual	\$96,581
<i>Subtotal</i>	\$216,135

COMCARE 340417-11 Fund 254

Rides	\$0
<i>Subtotal</i>	\$0

Caregiver 3E 340435-11 Fund 254

Rides	\$25,000
<i>Subtotal</i>	\$25,000

NF & JARC/NF Admin 340465-11 Fund 254

HADLI	\$114,400
JARC/NF Admin	\$27,441
<i>Subtotal</i>	\$141,841

Transportation	\$1,001,709
PD	\$533,959
	\$1,535,668

Central Plains CTD #12 ATTENDANCE: 2011

According to by-laws, "attendance at two of the four quarterly CTD meetings is required in order for members to be 'in good standing' in the CTD."

AGENCY	MEETING			
	Jan 18	Apr 19	Aug 16	Oct 18
American Red Cross	X	X	X	X
The Arc	X	X	X	X
Arrowhead West	X	X	X	X
Breakthrough Club	X	X	X	X
Butler County Dept on Aging	X	X	X	X
Catholic Charities Adult Day	X	X	X	X
Cerebral Palsy Research Foundation	X	X	X	X
Creative Community Living	X	X	X	X
Envision	X	X	X	X
Harvey Co Dept on Aging/Interurban	X	X	X	X
Heartspring	X	X	X	X
KETCH	X	X	X	X
Mental Health Association of South Central Kansas	X	X	X	X
Prairie View	X	X	X	X
Project Independence	X	X	X	X
Rainbows United	X	X	X	X
Sedgwick County Dept on Aging	X	X	X	X
Starkey	X	X	X	X
Wichita Transit	X	X	X	X

All members of Central Plains CTD #12 are deemed to be in good standing for 2011.


 Valerhy Powers, CTD Administration

12/23/11

 Date

**INSERT
PUBLIC NOTICE
AND
DBE NOTIFICATIONS
HERE**

David M. Unruh, Chairman
Sedgwick County Board of County Commissioners
1st District

Date

ATTEST:

Kelly B. Arnold
County Clerk

Date