

CONTRACT
for
ADMINISTRATIVE SERVICES OF SPECIAL LIQUOR TAX FUNDS
BLANKET PURCHASE ORDER NUMBER – BP340006

THIS CONTRACT entered into this 5th day of April, 2013, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS**, Telephone Number (316) 263-3770 hereinafter called "**COUNTY**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for the Administration of its Special Liquor Tax Funds (Formal Proposal – FP340003); and **COUNTY** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **COUNTY** shall provide to the **CITY** all those services specified in its response to Formal Proposal Number – FP340003, attached as Exhibit B, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP340003 shall be considered a part of this contract and is incorporated by reference herein.
2. **Compensation.** **CITY** agrees to pay to **COUNTY** the sum of ninety four thousand two hundred seventy six dollars and no cents (**\$94,276.00**), payable in twelve, equal, monthly installments and due the first business day of the month upon presentation of a detailed invoice by **COUNTY** for the Administrative Services of Special Liquor Tax Funds, as per Attachment E, of the proposal and specifications submitted by **COUNTY** on February 7, 2013 and as approved by the City Council on March 19, 2013.
3. **Acceptable Procedure.** **COUNTY** shall render the deliverables described in Exhibit B under the terms and conditions thereof. The **CITY** may perform site visits to observe **COUNTY's** performance in fulfilling this contract, and will receive from **COUNTY** quarterly reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each quarterly report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed quarterly report of actions and results does not conform to the requirements of the contract, it shall notify **COUNTY** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the reported actions and results fail to

conform. If the reported actions and/or results defect is not remedied within thirty (30) days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. **Term.** The term of this contract shall be from April 1, 2013 through March 31, 2014, with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the either party, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. **Termination by the City.** If, for any cause **COUNTY** shall fail to fulfill its obligations under this contract in a timely and proper manner as required by this contract, or if **COUNTY** shall violate any of the covenants, agreements, or stipulations of this contract, the **CITY** shall thereupon have the right to terminate this contract by giving written notice to **COUNTY** of such termination, effective thirty (30) days following receipt of same, provided, however, that **COUNTY** shall be provided fifteen (15) days within which to remedy such deficiencies. **COUNTY** shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

6. **Termination by the COUNTY.** **COUNTY** may terminate this contract at any time for failure of the **CITY** to comply with any material terms or conditions of this contract, effective thirty (30) days following receipt, provided, however, that the **CITY** shall be provided fifteen (15) days within which to remedy such deficiencies.

7. **Indemnification and Insurance.**

a. **COUNTY** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **COUNTY**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **COUNTY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party of the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

8. **Independent Contractor.** The relationship of the **COUNTY** to the **CITY** will be that of an independent contractor. No employee or agent of the **COUNTY** shall be considered an employee of the **CITY**.

9. **Compliance with Laws.** **COUNTY** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

10. **No Assignment.** The services to be provided by the **COUNTY** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

11. **Non-Discrimination.** **COUNTY** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A, which is incorporated herein by reference.

12. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof any rights as third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

13. **No Arbitration.** The **COUNTY** and the **CITY** shall not be obligated to resolve any claim or dispute related to the contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

14. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

15. **Representative's Authority to Contract.** By signing this contract, the **COUNTY** to execute this contract, and that the **COUNTY** has agreed to be bound by all its provisions.

16. **Savings Clause.** If any provision of this contract is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

**BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS**

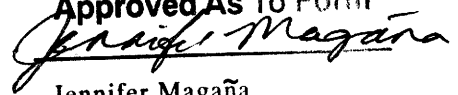
Gary E. Rebenstorf
Director of Law

Signature

Print Name

Title

ATTEST:

Approved As To Form

Jennifer Magaña
Deputy County Counselor

County Clerk

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. 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. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights 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;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

SCOPE OF SERVICES

Monitor and Refine Outcome-Based Measurements

COMCARE of Sedgwick County has been providing Special Liquor Tax administration services in partnership with the City of Wichita for over a decade. In that time, COMCARE's focus has always been to help the City utilize these funds in the most effective way possible. To do this, a research-based strategy has been employed to support the City in determining:

Where there are needs in the substance abuse prevention and treatment community;

What evidence-based programs would be the most helpful in addressing those needs; and

How their impact on the population should be measured. An important component of this approach has been using performance based outcomes to gauge program success and manage performance improvement. Agencies selected by the City of Wichita to receive a Special Liquor Tax Grant are required to track data and report on performance outcomes on a quarterly basis. COMCARE has consistently and continuously worked with programs to develop and refine these outcome-based measurements to evaluate their performance. COMCARE works with these programs to ensure that the outcomes they report on accurately reflect the desired goals to be attained by clients, and they are reviewed at least annually to ensure their continued relevance.

Because organizations receiving Special Liquor Tax funds are held accountable using outcome-based measurements, it is important that these measurements accurately reflect their program's intended effect on the target population. Outcomes should be indicative of what programs are trying to achieve with their clients, and as such, COMCARE works with programs on a continuous basis to make sure these outcomes are appropriate on an individual agency basis. A portion of the outcomes are those that all substance use treatment programs are asked to report, as they are nationally recognized as some of the most effective outcomes for the field, but each program is also given the opportunity to alter these outcomes to best fit their mode of treatment. Programs may also add outcomes to help reviewers gain additional insight into their specific treatment modalities and curricula so they better understand what clients gain from their program.

COMCARE of Sedgwick County staff perform on-site compliance audits on a quarterly basis for each program that receives a Special Liquor Tax grant. Visiting with providers quarterly gives COMCARE staff and the program a chance to focus on continuous performance improvement, both when a program is performing well and when there are challenges. At these visits, providers review their progress with COMCARE staff, including how services are going, their level of success in meeting target outcomes, and any reporting issues that may have been identified that quarter. Each program receives a copy of their outcomes from the Coalition's Quarterly Report so they are up to date on the information the Coalition has to review. Programs also receive a copy of the "Performance Ratings" prepared for the Coalition by COMCARE, which tells them how each agency scored on their timeliness of financial and quarterly reporting, the accuracy of those reports, and their level of responsiveness to COMCARE staff. This high level of communication between auditor and grantee is conducive to addressing issues as they arise, so that they are corrected and not left to deteriorate. The Project Coordinator makes these on-site visits with the programs, but at least annually and sometimes more often, the Program Manager at COMCARE's Addiction Treatment Services program will also attend visits to treatment programs to contribute their addiction treatment expertise to the oversight process.

Along with the quarterly on-site visits COMCARE makes to programs receiving funds to see how services are going, staff will also make an effort when possible and appropriate to observe service delivery firsthand. This is particularly important with prevention programs, as they vary widely in curricula, target population, and mode of delivery, and watching agencies work directly with clients is helpful in several ways. It gives the Project Coordinator a better, more thorough understanding of the program, which is helpful, but it also allows staff to see the quality of the services, which may not be reflected in their outcomes. It also provides an opportunity to observe client reactions to the program and see how/if they are benefiting from the services.

There are instances when a program requires additional technical assistance to correct a problem with reporting, data tracking, or other grant issues. In cases like this, COMCARE staff are quick to follow up with solutions to address the problem, and depending on the severity of the issue, may conduct more frequent site visits to help the program. Many times this is sufficient to get a program back on track performing successfully. However, when a program receiving Special Liquor Tax funds has a problem which COMCARE staff have addressed with them and they continue to be out of compliance, they are issued a Corrective Action Plan. This plan outlines the issue(s) causing them to be out of compliance with grant regulations, action(s) that needs to be taken to correct the issue(s), the measurement tool that will be used to gauge their level of compliance, and the timeframe the action needs to be completed in. COMCARE's experience has been that in outlining these specific components, Coalition members better understand why the program is not being successful, and also helps the program understand exactly what they need to do to course correct and continue receiving these public funds.

As mentioned previously, programs that are awarded Special Liquor Tax grants must report on previously agreed-upon outcomes on a quarterly basis. Reporting quarterly means that the Coalition and City of Wichita have frequent updates on how programs are performing, whether they are being successful or lacking in some way. COMCARE staff use these outcomes to develop a Quarterly Performance Report, which is submitted to the Special Liquor Tax Coalition at their quarterly meeting, as well as to Wichita City Council Members, and the City of Wichita Manager's Office. The City of Wichita Auditor's Office receives this report at least on an annual basis, but is also supplied more frequently as requested.

Within the Quarterly Performance Report, reviewers are provided a brief overview of the City of Wichita Special Liquor Tax funds for any given year, how funds are allocated, a synopsis of each program selected to receive a grant, and how each program is performing year to date. In addition, each program's performance outcomes are updated quarterly so that the Coalition and city stakeholders have access to the most recent performance indicators. This is particularly important in cases where programs are struggling to meet expectations. The Quarterly Performance Report will identify what issue(s) the program is having and whether further action need be taken. In addition to the Quarterly Report, the Coalition may receive communication between meetings if a particular program is struggling with a serious and/or ongoing concern. Special meetings are organized between quarters if the Coalition must review and discuss concerns regarding agencies that are not in compliance with the requirements of the Special Liquor Tax grant program. In instances where a program is struggling to the point that a decrease in and/or elimination of funding is an option, COMCARE staff provide the Coalition and city management with the information needed to weigh such a decision.

Financial Management and Provider Training

As Special Liquor Tax grants are paid on a reimbursement basis, COMCARE receives and reviews cost control reports from each program for each grant on a monthly schedule. These cost control reports are reviewed by the COMCARE Financial Manager to ensure that the charges they requesting reimbursement for are appropriate financially. Most times, the cost controls will be reviewed by the Project Coordinator to ensure that these charges are also appropriate programmatically. Agencies are required to submit complete and accurate financial cost control reports based on the budget submitted in their proposal to COMCARE staff by the 15th of the month following the charges. Along with the cost control reports, the program must submit sufficient backup documentation to support the charges accrued. This backup must verify that a legitimate charge has occurred in providing the grant services, such as copies of payroll ledgers, check stubs, receipts, etc. COMCARE staff review the cost control reports along with the backup documentation submitted, and verify what charges should be paid to the program. When COMCARE staff find an error or questionable charge in a cost control report, it is turned back to the program so that they may address and/or justify it. Once finalized, these reconciled invoices are sent to the City of Wichita as directed to the appropriate office for payment.

In addition to verifying that the charges submitted for payment are allowable, COMCARE also ensures that the program is not expending more than their approved allocation. Monthly invoices are tracked by COMCARE staff throughout the year to ensure programs remain in their budget and provide services as contracted. There have been instances where for one reason or another, agencies need to submit a Budget Adjustment Request to move small amounts of funds (under \$10,000 as directed by the City of Wichita) between the different line items in their budget. COMCARE has developed a process to track and review these requests, to ensure the changes being made are appropriate financially and programmatically. Programs must complete the "Budget Adjustment Request Form" (See Attachment A) and submit it to the COMCARE team for review, detailing what changes they are making to their budget including the amounts being moved from one line item to another, the total amount being adjusted, and why the change is necessary. The Budget Adjustment Request is then reviewed by both the Financial Manager and the Project Coordinator. This adds an additional layer of verification that the program is making appropriate charges and not over-expending their budget.

COMCARE recognizes that there is a learning curve for programs that are new. to the Special Liquor Tax grant program in regards to the various tracking and reporting expectations that go along with this funding source. It can also be beneficial for programs to hear information about the requirements of these grants more than once. As a result, staff have organized an annual workshop for providers, so that they can be oriented to these processes, or can be re-exposed to them if they are a returning provider. This workshop also allows COMCARE to update providers on any changes to the structure of the grant program, introduce them to the staff they will be working with throughout the year, and also give them a chance to ask questions about any issues or concerns they may be having. The workshop covers all aspects of monthly financial reporting and quarterly program reporting, and also gives them the tools they need to be successful in these reports including the Budget Adjustment Request Form noted above, Quarterly Report Form, and the Narrative Guide (See Attachment B). The Narrative Guide was developed when the COMCARE team recognized that there was a lack of understanding among programs about what kind of information they should be including in the narrative section on their quarterly report. Prior to this Guide, programs had been submitting narratives that were fractured, incomplete, and were frequently not updated quarter to quarter. Providing specific guidelines in a document agencies could reference throughout the grant year aided COMCARE staff in obtaining the

information needed to give Coalition members and city staff complete updates on agencies' performance.

An additional component of the Special Liquor Tax Grant Workshop is an orientation to the outcomes that all substance abuse treatment providers are expected to report on, which cover the number of successful client completions in the quarter, client abstinence from substances, rate of client arrests, employment, and housing, and the number of clients maintaining the life skills they learned in treatment 90 days after completion. Because all treatment agencies have to report on some form of these outcomes, COMCARE recommended to the Special Liquor Tax Coalition that a consistent measurement tool for each outcome be utilized across all programs, so that the data is truly comparable. These measurement tools and the documentation expectations for report verification are detailed in the Special Liquor Tax Provider Workshop, and also documented in the accompanying "Outcomes Guide" developed by COMCARE staff for programs to reference throughout the year as needed (See Attachment C).

In addition to the annual workshop, COMCARE continuously looks for ways to educate providers and the community at large about substance abuse prevention and treatment. To this end, COMCARE has organized a number of trainings to offer educational opportunities around the issue. These have included a workshop on Motivational Interviewing, an evidence-based therapeutic skill to help staff maximize their interactions with clients, and "Helping Youth Achieve Positive Change," which was targeted to providers working with youth and their families, and focused on delivering effective services for justice-involved clients. COMCARE staff also work with a group of community stakeholders to organize several trainings a year focused on the prevention of substance use during pregnancy. The group has brought in a number of experts on issues related to this topic, including Fetal Alcohol Syndrome, special needs children and schools, self-care for social services professionals, and substance use treatment for mothers, among others .

.c"nother training is also being organized for community providers in partnership with the Sedgwick County Crime Prevention Fund to offer a learning opportunity regarding performance measurement and improvement in March 2013. It is intended to educate agencies about the benefits of using performance measurement tools like outcomes to monitor the effectiveness of their services so they can continue to improve on their strengths and also identify and address weaknesses. Although this is an important topic for any agency interested in performance measurement and improvement, it will be especially beneficial for those interested in Special Liquor Tax grants, as logic models and outcomes are an integral part of the program. Though these are just a few examples, COMCARE is willing to work with the City of Wichita and the Special Liquor Tax Coalition to offer any training, workshop, etc. that they feel would add value to the substance abuse prevention and treatment community.

Support to the Special liquor Tax Coalition

Throughout the many years COMCARE has partnered with the City of Wichita to provide administrative support for the Special Liquor Tax funds. the membership of the Coalition has continuously evolved. COMCARE has "larked to develop a diverse mix of participants for the Coalition, so that a variety of stakeholders *can* contribute to the conversation about how best to use these funds and maximize the services available in our substance abuse prevention and treatment community. In recent years, COMCARE has reached out to a variety of agencies to engage them in this discussion, including Wichita Public Schools USD 259, GraceMed Health Clinic, and Inter-Faith Ministries. In 2013, this effort has

continued, as an Assistant Professor from Wichita State University will be joining the Coalition to offer an academic perspective on substance use issues. A new member "orientation" packet is prepared and distributed to each addition to the Coalition, so that they have the facts and background information they need to participate at their first meeting. The packet is updated each year and includes information such as the Kansas statute mandating the Special Liquor Tax, overviews of each program receiving funding, facts about the Special Liquor Tax Coalition, bylaws, and a Membership Disclosure Form, so they can disclose any affiliation they may have with an agency receiving funds.

A team of COMCARE staff work together to organize and execute quarterly Special Liquor Tax Coalition meetings, as well as additional ad hoc meetings as necessary. This team coordinates the meeting logistics, including site, food and beverages (as lunch is provided at quarterly meetings), and sending out meeting notifications to Coalition members. They also prepare the documentation necessary for each meeting, including the meeting agenda, previous meeting minutes, Quarterly Performance Reports, program Performance Ratings, and other handouts as needed. These other handouts may include new research on substance abuse treatment or prevention topics, a draft of the next Request for Proposals to be released, or an update on a program's Corrective Action Plan, among other relevant documents. Meeting agendas, minutes, and reports are sent to the Coalition members approximately one week prior to the next meeting, so that they have ample time to review these materials.

The Special Liquor Tax Coalition was created to assist the City of Wichita in making decisions regarding the substance abuse treatment and prevention needs and services in the community. As a result, it is important that all issues and decisions the Coalition faces are communicated to the City Manager's Office. The documents described above aid COMCARE in keeping the City of Wichita apprised of Coalition activities, but additional communication is also employed as necessary between meetings with city staff so that they are always aware of Coalition actions, decisions, etc.

The staff who work with the Coalition also attend other meetings of area groups and organizations, to both update them on the activities of the Coalition and also learn about other substance abuse prevention and treatment efforts in the community. These meetings include those of the Taskforce to End Chronic Homelessness (TECH) Oversight Committee, whose focus is to end homelessness in the City of Wichita. Because clients who are homeless often have substance use issues, and vice versa, COMCARE staff have found it beneficial to attend these meetings to share the efforts of the Coalition and also learn more about what is happening with the homeless population in Wichita. In addition to the Oversight Committee, COMCARE staff have also participated in community discussions about the need for a new detoxification/sobering center after the closing of Parallax, which had previously been providing these services for clients in the area. To stay abreast of prevention initiatives in the community, COMCARE representatives attend Stand Together Coalition meetings, which provide a forum for various stakeholders to share information about efforts to prevent underage drinking and other substance use prevention activities. As mentioned in the section on trainings, staff also participate in a group dedicated to the prevention of substance use during pregnancy, which focuses on providing opportunities to educate the public about this important issue. Again, attending this type of community meeting allows COMCARE to update other attendees about Coalition activities, and also educates staff about other treatment and prevention efforts being made by partner agencies.

As noted above, it is important that the work of the Coalition is communicated to the City Manager's Office. This is particularly true regarding recommendations for funding, so that the Manager's Office has all of the information they need to understand any given recommendation and can respond to questions

or concerns from City Councilor community members. COMCARE will continue to communicate with the City of Wichita regarding Coalition decisions, recommendations, etc. so they are always up to date with their activities.

Assist in the Development of Request for Proposals

The COMCARE team has extensive experience in the administration and evaluation of Request for Proposals (RFP) and the subsequent responses. This experience includes allocation cycles of Special Liquor Tax funds going back to 2001, but also includes participation with the United Way of the Plains allocation processes as well as Sedgwick County Crime Prevention funds allocations. This exposure has allowed COMCARE to continuously improve processes related to the development and distribution of RFP's, and the ensuing evaluation and selection of proposals, making COMCARE uniquely qualified to assist in the development of future RFP's the City wishes to issue for any program/service.

However, COMCARE staff do not wait until it is time to release an RFP for Special Liquor Tax funds to start working on the request. For the 2013 RFP, a timeline was developed over a year in advance of the targeted release date of the RFP so that the Coalition would have all of the tools and information they need to provide strong funding recommendations to the City Council (See Attachment 0). This schedule included time for an assessment of community substance abuse needs, so that the Coalition could provide funding recommendations that truly targeted needs in the community and would offer the most effective use of these dollars. Time was also built in for multiple drafts of the RFP, so that members of the Coalition had sufficient time to review and revise the information they wanted to include, ensuring a thoughtful and thorough approach to developing the end RFP. However, these drafts have already been revised several times prior to the Coalition's first review, to ensure they included information that COMCARE staff track throughout the years in between allocation cycles related to how the RFP could be improved. This information includes things such as allowable expenses that should be included or excluded, agency insurance requirements, and updated background information. Additionally, COMCARE made sure to leave enough time between selecting the final agencies for funding and the start of the new grant year, so grantees could attend the Special Liquor Tax Grant Workshop mentioned previously. Allowing time for programs to attend the Workshop prior to the start of the grant year is important to orient them to the processes needed to comply with the financial and program reporting requirements, giving them all the tools they need to be successful.

Before this orientation, however, COMCARE staff work with Coalition members to review all of the proposals submitted in response to the RFP so they can select the programs they will recommend for funding to the City Council. This evaluation process begins with the RFP, as the criteria for successful programs are outlined in this document. This criteria is based on City procurement policies, input from Coalition members, experience from COMCARE staff, and research. COMCARE uses this information to develop a matrix for Coalition members to help make the review process as efficient as possible and also equitable to all bidders. Once the criteria is finalized, COMCARE coordinates the rest of the review process, including logistics for meetings for RFP sub-committee members to discuss the proposals, presentation of their initial selections to the whole Coalition, and presenting final recommendations to the Wichita City Council

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Final Report

At the end of each grant year, COMCARE staff prepare a final Quarterly Report for the Coalition, City Manager's Office, City Auditor's Office, and City Council that describes the performance of each agency throughout the year. It identifies those agencies that were successful in meeting performance expectations and those that were unable to meet requirements. This report is based on the agency's success in meeting performance outcomes, as well as issues that were identified by the Coalition during the year. This report guides COMCARE in the recommendations it provides to the Coalition, City Manager's Office, and City Council regarding funding renewals for programs between new RFP cycles.

In addition to the final Quarterly Report, COMCARE also puts together an annual report on the activities of the Coalition. This document details the progress and changes the Coalition has made over the year, including new members, decisions regarding outcomes and the measurement tools, and efforts to monitor the needs in the community regarding substance abuse treatment and prevention. This report is submitted to the City of Wichita Auditor's Office annually.

These reports are prepared by COMCARE so that the City Manager's Office, City Auditor's Office, and City Council have the information they need to make informed decisions related to the Special Liquor Tax program. However, COMCARE staff are always available to also make presentations as needed to City of Wichita departments and/or the Wichita City Council to provide additional insight or information regarding Coalition activities and recommendations.

Cost Data

COMCARE has prepared a budget that identifies the costs associated with providing these administration services based on a fixed monthly fee for service (See Attachment E). This budget includes personnel and material costs based on COMCARE's prior experience in providing these services. Below is listed the justification for these charges by line item.

Each employee assigned to this project contributes some percentage of their time towards the Special Liquor Tax Grant program. Accordingly, a corresponding portion of their salary is charged in the budget attached.

COMCARE values the time that Special Liquor Tax Coalition members spend on this initiative, and have found that the lunch hour is one of the times more members are available. Conducting this meeting over the lunch hour does necessitate the purchasing of their meals for these meetings.

Administering the Special Liquor Tax funds requires some basic office supplies so that the staff assigned to the project can adequately complete their work tasks and the documentation associated with it. Additionally there are several documents it is crucial Coalition members review at their quarterly meeting (see page 7 regarding Coalition meetings) which results in some printing costs, but is vital to the progress of the Coalition as a decision-making body.

The Project Coordinator does a substantial amount of traveling every quarter to conduct visits with providers, resulting in some mileage charges to the program.

Performance measurement and improvement, substance abuse prevention and treatment, and evidence-based practices are all fields that are constantly evolving. To best facilitate the Special Liquor Tax Grant program, a certain amount of continuing education is required. Trainings and conferences often offer these valuable educational opportunities.

Qualifications and Experience

Sedgwick County, Kansas DBA COMCARE will be providing the services described above. The Administration Center is located at 635 N. Main, Wichita KS and COMCARE's Addiction Treatment Services program is located at 940 N. Waco, Wichita KS. COMCARE employs approximately 500 people in a wide variety of positions and has an annual operating budget of just over \$40 million.

Several COMCARE staff will be assigned to support this contract, including a total of 1.55 FTE.

Nadine Long, Contract Specialist, has served as the Project Coordinator since 2010 for the Special Liquor Tax program and will continue to operate in this capacity. Ms. Long has a Bachelor of Arts in Political Science and a Master's Degree in Public Administration with an emphasis in Not-for-Profit Management. Her background includes a focus on research, grants and grant administration, and performance improvement and outcomes.

Jeannette Livingston is the Contract Administrator for COMCARE and provides supervision and oversight for this program. She also has a Bachelor of Arts in Political Science and a Master of Public Administration degree, and has been a COMCARE employee since 1998. Ms. Livingston has more than fifteen years of experience in contract monitoring and currently monitors the Sedgwick County Crime Prevention Fund grants. She offers expertise in evidence-based practices, contract development, and request for proposal solicitation.

Sheila Demetro, as the Financial Manager for the Special Liquor Tax program, brings over thirty years of experience with city, county, state, and federal grant programs. She has been employed by Sedgwick County for close to ten years and is currently operating as Grants Manager. Along with Sheila, Marty Hughes is the Revenue Manager for Sedgwick County and provides part-time support for this project. Mr. Hughes reviews all financial audits for agencies funded by the Special Liquor Tax and provides written reports on their financial condition. He has been employed by Sedgwick County for close to thirty-five years.

Bonnie Kimple is the Program Manager for COMCARE's Addiction Treatment Services (ATS). With a Master of Education degree, and licensed through the State of Kansas Behavioral Sciences Regulatory Board as a Clinical Addiction Counselor (LCAC) and Marriage and Family Therapist (LMFT), Ms. Kimple provides clinical oversight to the Special Liquor Tax program. She has been working in the substance abuse treatment field since 1987, and has been a COMCARE employee since 2007.

Hattie Buford has served as an Administrative Specialist at ATS for over ten years. She provides parttime administrative support for the Special Liquor Tax program along with Kathy Wegner, Operations Manager for COMCARE. Ms. Wegner has worked for Sedgwick County since 1987, and prepares and manages the budget for this project.

While Ms. Wegner and Mr. Hughes provide administrative support to the Special Liquor Tax Program through their work, their salaries are not charged to the project. The time they spend is considered an in-kind match from COMCARE.

Summary

Over the past decade, COMCARE has enjoyed partnering with the City of Wichita to provide administrative services for the Special Liquor Tax Funds, and hopes that this relationship will continue. Our agency has worked hard to learn and continuously improve over the years and we believe we can continue to provide superior administrative expertise for the Coalition, exceptional technical support for provider agencies so they can be more successful, and qualified recommendations for the City of Wichita that continue to benefit and improve our community.

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COMCARE of Sedgwick County
Administrative Services of Special Liquor Tax Funds
Cost Data- Budget Proposal 2013

<u>Personnel:</u>	Salary	Benefits	Liquor Tax Admin Services Percentage	Total
Project Coordinator	\$36,745.00	\$7,058.00	100%	\$43,803.00
Contract Administrator	\$64,019.00	\$26,974.00	5%	\$4,549.00
Grant Manager	\$57,482.00	\$15,753.00	25%	\$18,308.00
ATS Program Manager	\$50,074.00	\$14,401.00	20%	\$12,895.00
Administrative Specialist	\$37,348.00	\$17,338.00	5%	\$2,734.00
Total Direct Salaries				\$82,289.00
<u>Other Materials:</u>				
Meals for Coalition Meetings and Workgroups				\$1,650.00
Printing and Office Supplies				\$2,300.00
Travel				\$500.00
Training and Conferences				\$2,000.00
Total Materials				\$6,450.00
<u>Subtotal</u>				<u>\$88,739.00</u>
<u>Indirect Cost (6.24% of Total)</u>				<u>\$5,537.00</u>
<u>Project Total Budget</u>				<u>\$94,276.00</u>