

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month contract with three twelve-month options to extend, for the furnishing of data tracking software maintenance, for use by COMBAT, to First Call Alcohol/Drug Prevention & Recovery, at a cost to the County not to exceed \$28,800.00, as a sole source purchase.

RESOLUTION NO. 18015, November 5, 2012

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, by Resolution 17618, dated June 27, 2011, the Legislature did authorize the award of a contract to First Call Alcohol/Drug Prevention & Recovery, for the furnishing of COMBAT – Connections, a web-based software application for use by COMBAT-funded substance abuse treatment programs to track data and determine the effectiveness of COMBAT funding; and,

WHEREAS, the Jackson County Drug Commission and COMBAT administration recommends the execution of a software maintenance agreement with First Call for a twelve-month period, with three twelve-month options to extend, at a cost to the County not to exceed \$28,800.00 for 2012; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source and requires notification of and approval by the Legislature on such sole source purchases exceeding \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of this

contract to First Call Alcohol/Drug Prevention & Recovery as a sole source, because First Call, as the developer of this proprietary software, is the only vendor capable of maintaining it; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the County Executive be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Jay D. Hudson
Chief Deputy County Counselor

W. Stephen Rife
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18015 of November 5, 2012, was duly passed on November 5, 2012 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 1

Excused 1
11-5-12

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

Date

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 4401 56080
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT Administration
Other Professional Services
NOT TO EXCEED: \$28,800.00

Remaining funds sufficient to meet this obligation are subject to appropriation in future years' budget.

October 31, 2012
Date

D. Scott Thomas
Director of Finance and Purchasing

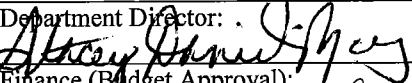
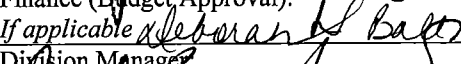
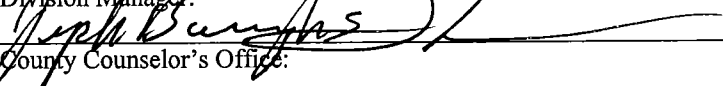
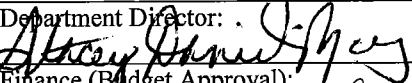
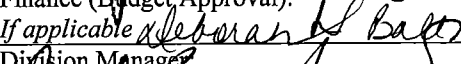
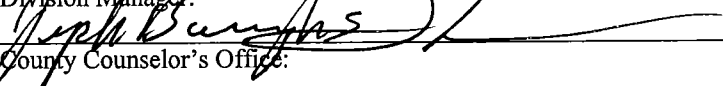
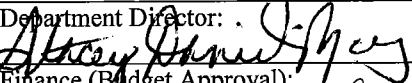
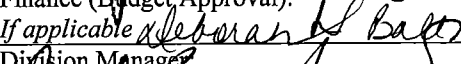
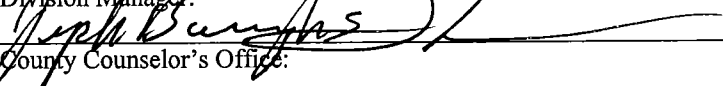
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18015

Sponsor(s): James D. Tindall

Date: November 5, 2012

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute a Contract Renewal for a Maintenance Agreement on Software for Combat's Substance Abuse Treatment Data Tool - Combat Connections from First Call Alcohol/Drug Prevention and Recovery of Kansas City, Missouri as a Sole Source.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="321 579 1370 768"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$28,800.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$28,800.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$28,800.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 008-4401-56080 Anti-Drug Fund, Combat, Other Professional Services</td> <td>\$28,800.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$28,800.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$28,800.00	Amount budgeted for this item * (including transfers):	\$28,800.00	Source of funding (name of fund) and account code number: 008-4401-56080 Anti-Drug Fund, Combat, Other Professional Services	\$28,800.00
Amount authorized by this legislation this fiscal year:	\$28,800.00										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$28,800.00										
Amount budgeted for this item * (including transfers):	\$28,800.00										
Source of funding (name of fund) and account code number: 008-4401-56080 Anti-Drug Fund, Combat, Other Professional Services	\$28,800.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 17618, June 27, 2011</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
REQUEST SUMMARY	<p>Combat is requesting a renewal contract for a Maintenance Agreement on their software for substance abuse treatment data tool. First Call Alcohol/Drug Prevention and Recovery is the developer of the software and would be considered a Sole Source for the maintenance of the software.</p> <p>Pursuant to 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the contract renewal for a Maintenance Agreement on the Substance Abuse Treatment Data Tool for Combat with First Call Alcohol/Drug Prevention and Recovery of Kansas City, Missouri as a Sole Source in the amount of \$28,800.00.</p>										
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Memorandum from Mr. Dave Fleming, the Planning and Development Administrator for Combat and First Call Alcohol/Drug Prevention and Recovery's invoice.</p>										
REVIEW	<table border="1" data-bbox="321 1682 1230 1923"> <tr> <td>Department Director: </td> <td>Date: 10-30-2012</td> </tr> <tr> <td>Finance (Budget Approval): If applicable </td> <td>Date: 10-31-12</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 10-31-12</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date: _____</td> </tr> </table>	Department Director: 	Date: 10-30-2012	Finance (Budget Approval): If applicable 	Date: 10-31-12	Division Manager: 	Date: 10-31-12	County Counselor's Office:	Date: _____		
Department Director: 	Date: 10-30-2012										
Finance (Budget Approval): If applicable 	Date: 10-31-12										
Division Manager: 	Date: 10-31-12										
County Counselor's Office:	Date: _____										

Jackson County

COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
www.combatjack.org

Stacey Daniels-Young, Ph.D.
Director
(816) 881-3510

Vincent M. Ortega
Deputy Director
(816) 881-3886

Fax:
(816) 881-1416

Drug Commissioners:

Cathy Jolly

Venessa Maxwell-Lopez

Tony Miller

Gene Morgan

Pamela Petrillo

Keith Query

Marc Radasky

Anita Russell

Joseph Spalitto, DDS

Date: September 18, 2012
To: Barbara Casamento
From: Dave Fleming
Subject: Connections Maintenance Agreement

COMBAT is preparing to renew the software maintenance agreement with First Call for the substance abuse treatment data tool, COMBAT~Connections. COMBAT~Connections is a web-based application where COMBAT-funded substance abuse treatment programs can enter data elements related to the treatment services they are receiving which can then be used for outcomes measures.

The COMBAT~Connections project has been a project that has been developed and implemented over the past few years as identified below:

Res. #16711 Sept, 29, 2008
Res. #17234 April 19, 2010
Res. #17618 June 27, 2011

The above referenced resolutions (see attached), identified that the Director of Finance and Purchasing determined that First Call (formerly National Council on Alcoholism and Drug Dependence), was a sole source because of their unique familiarity with the program and the County's needs. First Call has worked closely with COMBAT and the substance abuse treatment providers to develop, implement, and maintain an application which can provide data elements and data measures to determine the effectiveness of COMBAT funding.

We are looking to renew the maintenance agreement for this application which is for a one-year period and has three annual renewal options. It is anticipated that the annual cost will be \$28,800, which has been included in the 2012 budget.

Let me know if you need any other information related to this project.

Attachments:

Resolutions (3)
Draft Contract Language

The following documents together create an agreement between the First Call Alcohol / Drug Prevention & Recovery, Inc., a Missouri corporation ("FIRST CALL ") and Jackson County, Missouri ("COUNTY"). This Agreement defines the terms and conditions under which FIRST CALL provide Community CareLink Software Maintenance Services to COUNTY for use by COMBAT. The Agreement includes the following documents, each of which is incorporated by reference:

- COUNTY Support and Software Maintenance Agreement
- Exhibit A - Fee and Expense Schedule
- Exhibit C – Service Response Priorities and Responsibilities

This is the entire agreement between FIRST CALL and COUNTY. It supersedes all prior oral and written representations or agreements between the parties as to its subject matter. The signatures below indicate that:

(i) FIRST CALL and COUNTY have read each of the documents listed above, (ii) that each party agrees to the terms and conditions of each document, (iii) that each party intends to enter into this binding agreement, (iv) that good and sufficient consideration exists to create a binding agreement, and (v) that entry into this agreement has been duly authorized by the governing body of each party. It is understood that the documents listed above will not be signed separately.

This Agreement will become effective when executed by both parties.

First Call Alcohol / Drug Prevention & Recovery, Inc.

Jackson County, Missouri

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REVENUE CERTIFICATE

I hereby certify there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$28,800.00 which is hereby authorized.

Date

Director of Finance and Purchasing

COUNTY Support and Software Maintenance Agreement

1. COUNTY Support Services
 - a. Telephone and Email User Support. FIRST CALL will exercise Commercially Reasonable efforts to make FIRST CALL technology staff available by electronic mail, telephone, or remote computer access to provide User Support during Regular Business Hours. Regular Business Hours are defined as Monday – Friday from 8:00 am – 5:00 pm Central Standard Time.
 - b. COUNTY Support Service Requests. COUNTY Support Service requests shall be submitted in writing via electronic mail or facsimile.
 - c. Correction of Defects. FIRST CALL will correct all defects according to the terms of the Software License and Product Services Agreement.
 - d. FIRST CALL Service Request Response Time. FIRST CALL will respond to COUNTY and/or COMBAT according to the Service Response Priorities and Responsibilities schedule attached hereto as Exhibit C and incorporated herein by reference.
 - e. FIRST CALL will work with COUNTY, COUNTY IT staff and/or COMBAT to resolve the service issue outside of Regular Business Hours if requested by COUNTY and/or COMBAT in writing and approved by the County's COMBAT Director or designee. Both parties will work together until the work is completed.
2. Development of Software Enhancements
 - a. FIRST CALL will use commercially reasonable efforts to develop enhancements of the Software Product requested by COUNTY in writing same as above.
 - b. FIRST CALL will respond to COUNTY's request for an Enhancement within thirty calendar days of receipt of COUNTY's request. FIRST CALL's response will include the proposed solution along with the estimated cost to complete the enhancement.
 - c. FIRST CALL and COUNTY will agree to schedule the Enhancement to be included in the next software release or if it should be included as a stand-alone enhancement. If the Enhancement is included as a stand-alone enhancement requiring additional fees and services outside of those contemplated by this Agreement, FIRST CALL shall not proceed with the enhancement until the expenditure is approved by the COUNTY's governing body and a written Amendment is executed by duly authorized representatives of FIRST CALL and the COUNTY.
3. Maintenance Services
 - a. Software Maintenance Fee. COUNTY agrees to pay the Software Maintenance Fee described in Exhibit A – Fee and Expense Schedule.
 - b. User Group. The COMBAT administration and COMBAT ~ Connections agency directors will identify employees to participate in a User Group to provide feedback to FIRST CALL regarding the Software Product. The User Group will meet on a regular basis as agreed to by FIRST CALL and COMBAT. The expectation is that the group will meet no more than once per month. Meetings will typically take place via conference call, web-conferencing or in person.
 - c. Availability of Enhancements. All Enhancements developed by FIRST CALL for any other project/agency will be provided to COUNTY for as long as it continues to pay the Software Maintenance Fee.

d. Delivery of Enhancements. FIRST CALL will work with COUNTY to install Enhancements into COUNTY's Test Environment. Once COUNTY has tested the Enhancement and performance of the Enhancement is satisfactory to both parties, FIRST CALL will work with COUNTY to install the Enhancement into the Live Environment.

4. Term and Termination

a. The Maintenance Agreement shall be effective for a one year period with three (3) one-year extension options to commence upon the effective date described herein.

Exhibit A – Fee and Expense Schedule
Effective – July 1, 2012

This Exhibit A describes terms for COUNTY payment of fees and reimbursement of expenses incurred by FIRST CALL. This version of Exhibit A supersedes all previous versions as of the effective date indicated above.

1. Fees and Expenses

- a. Software Maintenance Fee and Support Fee. The Software Maintenance Fee for COUNTY's use of the Software is due at the execution of this contract. The Software Maintenance Fee is \$28,800. Twelve (12) months of maintenance commencing upon the effective date, July 1, 2012, shall be included. The Software Maintenance and Support agreement shall have the option for three (3) one-year renewal options.

The project shall include a maximum of 26 COMBAT funded treatment agencies and up to a maximum of 400 users across agencies.

2. Billing and Payment Procedures

- a. Invoice. FIRST CALL will send COUNTY invoices prior to each phase for Project Services Fees and Expenses and any other agreed upon charges to COUNTY for fees or expenses that are due and payable.
- b. COUNTY will pay FIRST CALL the balance due on all approved invoices within thirty days of receipt of the invoice from FIRST CALL. COUNTY will approve or reject submitted invoices within ten (10) business days of receipt.

Exhibit C - Service Response Priorities and Responsibilities

During normal business hours (8 a.m. to 5 p.m. CST) FIRST CALL shall provide responses for each occurrence reported by the client within the timetable set forth below. FIRST CALL will work with COUNTY, COUNTY IT staff and/or COMBAT to resolve the service issue outside of normal business hours if requested by COUNTY and/or COMBAT in writing and approved by the County's COMBAT Director or designee.

Priority 1 – Client outage.

A major system or component critical to service is inoperative.

Priority 2 – Urgent.

The client is impacted by a service delay but is still able to maintain basic service functions.

Priority 3 – Service delay.

The problem has a reasonable circumvention, and the client can continue with little loss of efficiency.

Priority 4 – Minor/informational.

The call requires minor action or is for information purposes.

Priority Response Times

1	Initial Response Time 30 minutes	Update frequency 2 hours
2	Initial Response Time 1 hour	Update Frequency Daily
3	Initial Response Time 2 hours	Update Frequency Weekly
4	Initial Response Time 2 hours	Update Frequency Bi-weekly

Invoice

First Call Alcohol/Drug Prevention & Recovery

633 East 63rd. Street Kansas City, MO 64110-3301	Phone #
	816.361.5900
	Web Site
	www.recoverycentral.org
	Fax #
	816.361.7290

Date	Invoice #
7/31/2012	12111-206

Bill To
COMBAT CCL COMBAT Drug Commission Att: Stacy Daniels-Young 415 East 12 Street 9th Floor Kansas City, MO 64106

P.O. No.	Terms	Project
		CCL

Quantity	Description	Rate	Amount
24	treatment agencies per contract with users that may access CCL; annual maintenance fee for period: July 1,2012- June 30, 2013 potentially 26	1,200.00	28,800.00

<i>Thank you for your support of NCADD! Please remit to the above</i>		Total	\$28,800.00
---	--	--------------	--------------------

**COMBAT Connections Data Summaries
2012 (Jan-Oct)**

	Column Labels Has Felony
Count of PersonID	464

	Column Labels Violent Felony
Count of PersonID	98

	Column Labels On Parole
Count of PersonID	144

	Column Labels On Probation
Count of PersonID	307

Gender	Count	Average Age
Female	474	37.38
Male	1,504	39.12
Other	10	28.65
Transgender	1	37.16
Grand Total	1,989	38.65

Ethnicity	Count	Average Age
Alaska Native	2	31.53
American Indian	22	39.33
Asian	1	22.41
Black or African American	975	38.80
Native Hawaiian/Pac. Isl.	4	40.30
Other	59	36.09
White	778	37.50
(blank)	203	33.10
Grand Total	2,044	37.66

Controlled Environment in past 30 days	Count	Percent
Jail	284	45.22%
Alcohol/Drug Tx	97	15.45%
Medical Tx	8	1.27%
Psychiatric Tx	23	3.66%
Other	216	34.39%
Grand Total	628	

Safe Housing Environment in past 30 days	Count	Percent
No	373	18.99%
Yes	1,591	81.01%
Grand Total	1,964	

**COMBAT Connections Data Summaries
2012 (Jan-Oct)**

Major Substance Problem	Count	Percent
Alcohol	158	11.66%
Methadone	3	0.22%
Other Opiates	25	1.85%
Benzo	5	0.37%
Heroin	18	1.33%
Cocaine	469	34.61%
Amphetamine	146	10.77%
Cannibas	366	27.01%
Hallicunogens	107	7.90%
Alcohol + Drugs	38	2.80%
More than 1 drug	20	1.48%
Grand Total	1,355	

Housing Type in past 30 days	Count	Percent
Shelter	198	9.05%
Transitional	188	8.59%
Street	227	10.37%
Housing	1,575	71.98%
Grand Total	2,188	

Number Alcohol Treatments	Count	Percent
0-9	2,367	95.75%
10-19	67	2.71%
20-29	12	0.49%
30-39	17	0.69%
50-59	8	0.32%
110-120	1	0.04%
Grand Total	2,472	

Number Drug Treatments	Count	Percent
0-9	2,309	93.41%
10-19	97	3.92%
20-29	25	1.01%
30-39	17	0.69%
40-49	6	0.24%
50-59	8	0.32%
90-99	4	0.16%
100-109	5	0.20%
110-120	1	0.04%
Grand Total	2,472	

Number Days Alcohol Problems	Count	Percent
0-9	1,701	68.81%
10-19	169	6.84%
20-30	602	24.35%
Grand Total	2,472	

Number Days Drug Problems	Count	Percent
0-9	1,262	51.05%
10-19	280	11.33%
20-30	930	37.62%
Grand Total	2,472	

COMBAT Connections Data Summaries
2012 (Jan-Oct)

COMBAT Clients By Zip Code (Partial List)

Zip	Age	Count
64127		519
64130		327
64110		80
64109		76
64128		76
64132		60
64124		50
64133		47
64111		43
64131		42
64134		40
64138		38
64050		36
64108		35
64052		34
64123		34
64106		30
64030		28
64055		28
64129		23
64057		20
64126		19
64014		19
64101		16
64053		16
64015		15

COMBAT Clients By Zip Code and Age (Partial List)

Zip	Age	Count
64127	<0	1
	0-18	12
	18-36	137
	36-54	291
	54-72	78
64127 Total		519
64130	0-18	12
	18-36	135
	36-54	144
	54-72	36
64130 Total		327
64110	0-18	1
	18-36	36
	36-54	42
	54-72	1
64110 Total		80
64109	0-18	6
	18-36	26
	36-54	32
	54-72	12
64109 Total		76
64128	0-18	4
	18-36	32
	36-54	30
	54-72	10
64128 Total		76
Grand Total		1,928

NOTE: Data summarized in this report does not represent the total of all COMBAT funded treatment services. Work continues with the software interface with some agencies to allow them to continue to use their programs and yet download to COMBAT information needed for outcomes reporting. Work has progressed well with the interface process, but we are still in a testing environment to ensure that no problems are encountered before adding the data to the COMBAT tables for reporting purposes.