

Approved February 7, 1983  
Date

MINUTES OF THE HOUSE COMMITTEE ON WAYS AND MEANS

The meeting was called to order by BILL BUNTEN at  
Chairperson

1:30 ~~am~~/p.m. on Wednesday, February 2, 19 83 in room 514-S of the Capitol.

All members were present except: Harold Dyck -- excused

Committee staff present: Marlin Rein -- Legislative Research  
Lyn Entrikin-Goering -- Legislative Research  
Bill Gilmore -- Legislative Research  
Jim Wilson -- Office of the Revisor  
LewJene Schneider -- Administrative Assistant  
Charlene Wilson -- Committee Secretary

Conferees appearing before the committee:

Representative Robert Frey on HB 2132  
Paul Klotz, Association of Community Mental Health Centers of Ks.  
Bruce Beale, Chairman, Kansas Community Alcohol Safety Action  
Project Coordinators  
Judge James E. Wells, Municipal Court, Topeka  
Gene Johnson, Legislative Liason for Kansas Community Alcohol  
Safety Action Project Coordinators  
Chris McKenzie, League of Kansas Municipalities  
Dr. Loren Phillips, Alcohol and Drug Abuse Service  
Ron Eisenbarth, Kansas Citizens Committee on Alcohol and Druge Abu  
George Heckman, Kansas Association of Alcohol and Drug Program  
Directors  
Glenn Leonardi, Kansas Alcoholism Counselors Association  
Liz Meyer, Kansas Association of Drug Abuse Counselors  
Marjorie Van Buren, Judicial Administrators Office

Others present: (Attachment I)

The meeting was called to order by the Chairman at 1:35 p.m.

House Bill No. 2132, "An Act relating to alcohol and drug safety action programs; abolishing the alcohol and drug abuse safety action program fund and providing for payments and transfers therefrom; amending K.S.A. 8-1008 and repealing the existing section."

Representative Frey was called upon by the Chairman to review the provisions of HB 2132 for members of the committee.

Representative Frey stated that this bill is a reaction to the DWI law that was passed last year which went into effect on July 1, 1982. The bill deletes, from the provisions of the law, the provisions for the involvement of the Department of Social and Rehabilitation Services in establishing an alcohol and drug safety action program fund and also from involving themselves in the licensure and the basic control of safety action programs at the local level. This bill does back SRS out of the DWI law. When SRS is removed, the void that exists will be filled by the courts at the local level and it would be funded at the local level just as it is now with an \$85 assessment. Representative Frey also indicated that local control is far better than state control in a program such as this. He indicated that local control is translated to mean through the courts. The judges have been good about picking up their responsibilities as public pressure is put on them. Court programs are very common in the state now. As long as these courts are accomplishing what it is that the local community wants then he sees no problem with these courts being run differently from court to court. His proposal is that these courts be allowed to function at a local level and that the state back out of this involvement.

Representative Lowther stated that he notices that the bill does not make any change as far as the presentencing evaluation. He added that he has heard the complaint that these evaluations are being done while the people go through the programs. Representative Frey indicated that this was a valid complaint and referred to a handout from Michael Glover (Attachment IIb) who has in fact been dealing with this problem.

Unless specifically noted, the individual remarks recorded herein have not been transcribed verbatim. Individual remarks as reported herein have not been submitted to the individuals appearing before the committee for editing or corrections.

CONTINUATION SHEET

MINUTES OF THE HOUSE COMMITTEE ON WAYS AND MEANS,  
 room 514-S, Statehouse, at 1:30 ~~xxx~~ p.m. on Wednesday, February 2, 1983.

Chairman Bunten asked what would happen if there was no local program available, which apparently there aren't in many instances, when the law requires completion in an alcohol and drug safety program. Representative Frey stated that if the law would require it a program would have to be established and it would be keyed to local needs. Programs can be developed very easily with one or two people working with the courts to adequately carry out the responsibility, with the courts, that this law sets. Referring to the contract (Attachment IIa) he indicated that it would be impossible to try to do this on any type of a limited basis with any specialty involved in reimbursement from SRS. This would require office space, parttime help, numerous forms and tests that would have to be devised for prior and post diversion programs to evaluate how much effect the diversion program had on the individual. It would not really carry out the intent of the law.

Mr. Paul Klotz was called upon by the Chairman to appear as a proponent to HB 2132. Mr. Klotz stated that his association is in full concurrence with the testimony given by Representative Frey. His testimony was taken from Attachment III.

Representative Solbach asked Mr. Klotz if they see any need for central licensing. Mr. Klotz, speaking for community Mental Health Centers, stated that they are already licensed by SRS.

Bruce Beale appeared as a proponent to HB 2132. Statements from Mr. Beale's testimony can be found in Attachment IV.

Representative Solbach asked if Mr. Beale saw a need for centralized licensing. Mr. Beale stated that the ASAP association only addressed local control of the \$85 and did not address HB 2132 at that time. He personally feels that there should be some type of quality control.

Judge James Wells appeared before the committee as a proponent of HB 2132. He indicated that the Municipal Court system of the City of Topeka was in concurrence with HB 2132. Portions of his testimony can be found in Attachment V.

Mr. Gene Johnson was next to appear before the committee as a proponent to HB 2132. His comments were read from written testimony. (Attachment VI).

Chris McKenzie appeared before the committee in support of HB 2132. He stated that at the December 1982 meeting, the governing body of the League of Kansas Municipalities adopted a position statement which supported local retention of the \$85 fee when the assessment is made in municipal court. He also said that he had been asked, on behalf of the City of Wichita, to express support for this proposal. Their basic concern is that it robs local programs of much needed revenues.

Representative Frey added, before conclusion of testimony of the proponents, that he doesn't feel that there is anything wrong with licensure if there is a genuine need for the Department of Social and Rehabilitation Services to license organizations which provide this type of service. But when SRS gets involved with directing how the program is supposed to run, they run directly in conflict with judges and this puts the organizations in a very difficult position.

Dr. Loren Phillips appeared as an opponent to HB 2132. Dr. Phillips read from a written statement. (Attachment VII).

CONTINUATION SHEET

MINUTES OF THE HOUSE COMMITTEE ON WAYS AND MEANS,

room 514-S Statehouse, at 1:30 ~~xxx~~ p.m. on Wednesday, February 2, 1983.

Representative Farrar stated that he feels that there should be some flexibility in the programs since each area of the state may differ. Dr. Phillips replied that anyone, who is referred to an ADSAP program, wherever they live, should be able to go through the same process. The evaluation should be the same and if they are ordered to go to an alcohol information school that they be able to get basically the same information. Representative Farrar still expressed some concerns in the area of not having more flexibility.

Representative Wisdom asked if the A.A. program has any merit. Dr. Phillips responded by saying that the A.A. program is the most successful way of dealing with the alcoholic that has ever been developed.

Chairman Bunten asked how many contracts had been mailed and how many had been signed. Dr. Phillips stated that about 35 were mailed out and that about 10 have been sent back. Chairman Bunten asked if it was the feeling of Dr. Phillips that there is enough sentiment against signing those contracts that they will not sign them. Dr. Phillips stated that he feels there are a number of programs that are waiting to see what happens with this bill in this committee. These programs are a little reluctant to sign the contracts if the possibility exists that things would change again in a few weeks.

Chairman Bunten asked how many people have been put to work to administer this program and it was indicated that there are two people working now. Chairman Bunten also asked who had written up the contract and Dr. Phillips replied that with the advice of his staff and the legal services of SRS it had been drawn up.

Ron Eisenbarth appeared in opposition to HB 2132. He read from written testimony. (Attachment VIII).

Mr. George Heckman addressed the committee in opposition to HB 2132. He stated that their organization is made up of 45 agencies which provide alcohol and other drug services throughout the state. The Association membership voted to oppose local administration of funds called for in HB 2132. The vote on the issue was 24-21. There was also some concern expressed about the courts establishing their own programs for evaluation and keeping the evaluation fee, or charging a fee for administration. Finally, he expressed that there was concern expressed about accountability and uniformity in the program which could suffer without centralized administration.

Judge Herb Rohleder, who was scheduled to testify but was unable to get to the meeting, requested to go on the record as being opposed to HB 2132.

Mr. Glenn Leonardi testified in opposition to HB 2132. He read from written testimony. (Attachment IX).

Representative Farrar asked who certifies the counselors for the Kansas Alcoholism Counselors Association. Mr. Leonardi indicated that they do.

Liz Meyer was called on to testify in opposition to HB2132. She read her statement from written testimony. (Attachment X).

Representative Heinemann asked how much time she felt would be necessary to assess SB699. She indicated that they would like to see it be given at least a year.

Marjorie Van Buren was the final conferee called upon to testify in opposition to HB 2132. She stated that it appears that in the absence of any certification process that it would be entirely up to the judges. A problem could occur when a person is facing sentencing in an area where he does not live, in which case the judge would have to make a determination on a program that he or she has no first hand knowledge of. The judges of the district court have neither the time not the expertise to make a very detailed or thorough evaluation. She further stated that certification should be an executive branch decision. One other concern that she expressed was the fact that, as the bill is written, it would impose a considerable burden on the clerks of the district courts in terms of establishing funds and maintaining and disbursing from this fund. This concluded testimony on HB 2132.

CONTINUATION SHEET

MINUTES OF THE HOUSE COMMITTEE ON WAYS AND MEANS,  
room 514-S, Statehouse, at 1:30 ~~XX~~ ~~XX~~ p.m. on Wednesday, February 2, 1983.

The Chairman pointed out to the subcommittees that those who have appropriations bill due to be out of committee on March 11 would need to have those out by March 10.

The meeting was adjourned at 2:55 p.m.

NAME	ADDRESS	REPRESENTING
1. Ruth Wilkins	Topeka	Girl Scouts
2. Chris McKenzie	Topeka	League of Ks. Municipalities
3. Gene Johnson	Topeka	Sunflower, ASAP
4. Jim Wells	Topeka	Judges Topeka
5. Bruce Beale	Lawrence	ASAP Coordinators
6. Marjorie VanBuren	Topeka	OJA
7. George Hickman	Lawrence	KAA DPD
8. Michael A Fejick	Topeka	SRS/ADAS
9. James <del>W</del> <sup>W</sup> <del>H</del> <sup>H</sup>	Topeka	Assoc. of PMHC's of Ks
10. Samuel Wright	Wichita	MHAIR
11. Ruth Wilkins	Wichita	Assoc. of CMHC of Ks
12. <del>James</del> Harvey <del>W</del> <sup>W</sup> <del>H</del> <sup>H</sup>	Darby	Sedgewick County
13. Barry Massey	TK	Associated Press
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STATE OF KANSAS

JOHN CARLIN, GOVERNOR

STATE DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

ALCOHOL AND DRUG ABUSE SERVICES

ROBERT C. HARDER, SECRETARY

2700 WEST 6TH STREET  
TOPEKA, KANSAS 666  
(913) 296-3925  
KANS-A-N 361-3925

December 15, 1982

Gene Johnson  
Sunflower Alcohol Safety Action Project  
1301 Topeka Ave.  
Topeka, Kansas 66612

RE: ADSAP Contracts

Dear Mr. Johnson:

Enclosed is a copy of a Contract for ADSAP Services which will need to be agreed upon should your agency desire to be reimbursed for presentence alcohol and drug, and diversion evaluations, under the provisions of Chapter 144 of the 1982 Session Laws of Kansas.

Please sign the contract (page 7), and the Contractual Provisions Attachment, form DA-1469, and return it to us as soon as possible.

You will note that Provider Section 8, page 2, requires that you submit a proposal which details the type of services to be delivered, a proposed budget for the contract period, organizational charts for your agency, and position descriptions for staff who will be performing services under the contract. This data will be utilized to justify subsequent increases in the assessment fee. To expedite approval, those documents should be returned with the signed contract.

Also enclosed is a supply of Request for Funds forms. These forms will need to be completed and submitted in duplicate for each reimbursement being claimed. Leave the Contract Number space blank until such time as you are provided with a number from us. Requests for reimbursement for evaluations performed prior to the signing of this contract may be

Bob Frye

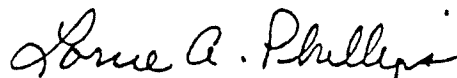
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submitted at any time. Please be sure that all information requested on that form is provided. Payments on the contract should reach you within three to four weeks from receipt of the Request for Funds forms.

Should you have any questions regarding the contract or reimbursement procedures, please let us know.

Sincerely,



Lorne A. Phillips, Ph.D.  
Commissioner

LAP:DP:kr

enc.

## CONTRACT FOR ADSAP SERVICES

This agreement entered into this 1st day of July, 1982 by and between the Secretary of Social and Rehabilitation Services (SRS), hereinafter referred to as the "Purchaser", and Sunflower Alcohol Safety Action Project, Topeka, Kansas, hereinafter referred to as the "Provider";

WHEREAS, the Purchaser is authorized by Chapter 144 of the 1982 Session Laws of Kansas to enter into this contract for services, and;

WHEREAS, the Provider is capable and desirous of entering into this contractual relationship;

NOW THEREFORE, the parties agree to the terms and conditions as hereinafter set forth, to-wit:

The Purchaser agrees;

1. To pay the Provider a sum not to exceed seventy dollars (\$70) for each offender-paid evaluation performed by the Provider pursuant to Provider Section, of this contract.

The Provider agrees;

1. To obtain, prior to the implementation of services, a license or certification (provisional or otherwise) from the Alcohol and Drug Abuse Services of SRS, hereinafter referred to as ADAS, as an Alcohol and Drug Safety Action Program, hereinafter referred to as ADSAP, to provide presentence evaluation and sentence monitoring and supervision of persons whom the courts refer to Provider, who plead "nolo contendere" to or are convicted of a violation of Chapter 144 of the 1982 Session Laws of Kansas.
2. To provide presentence alcohol and drug evaluations for persons who plead "nolo contendere" to, or are convicted of, violation of Chapter 144 of the 1982 Session Laws of Kansas, prior to sentencing for such violations.
3. That the presentence alcohol and drug evaluation report shall be made available to the court prior to sentencing.
4. That the presentence alcohol and drug evaluation report shall contain:
  - a. An evaluation concerning the defendant's prior traffic record;
  - b. Characteristics and history of alcohol and/or drug problems;
  - c. Amenability to education and rehabilitation; and
  - d. A recommendation concerning the alcohol and drug driving safety education and treatment for the defendant.



5. The duties of persons who prepare the presentence alcohol and drug evaluation report may include:
  - a. Appearing at sentencing and probation hearings in accordance with the orders of the court;
  - b. Monitoring defendants in the treatment and education programs;
  - c. Notifying the probation department and the court of any defendant failing to meet the conditions of probation or referrals to treatment;
  - d. Appearing at revocation hearings as may be required; and
  - e. Providing assistance and data reporting and program evaluation.
6. To provide alcohol and drug evaluations as required by the district attorney or county attorney under the provisions of Chapter 144 of 1982 Session Laws of Kansas, for those persons entering into a diversion agreement:
  - a. After a complaint has been filed charging such person with any offense involving operating a motor vehicle under the influence of alcohol and other drugs and prior to the conviction thereof.
  - b. Reimbursement of alcohol and drug evaluations under this section shall be allowed only if the prosecuting attorney has determined that the offender is eligible for diversion and that the offender has agreed to participate in diversion.
7. Maintain records to show court finding of indigence where clients have not been required to pay the established fee for pre-sentence evaluation and sentence supervision and monitoring.
8. Acquire approval by the Purchaser of a proposal, which details the services to be delivered, a proposed budget to cover the contract period, organizational charts, and position descriptions for staff.
9. Maintain licensing or certification requirements set forth in the Alcohol and Drug Safety Action Program Standards, throughout the contract year.
10. Contract funds may be expended only for the purposes and activities set forth in Provider Section, of this contract. Any change in contract fund use must have prior written approval by the Purchaser.

11. a. To maintain fiscal books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.
  - b. That the records shall be subject at all reasonable times for inspection, review or audit by personnel duly authorized by the Purchaser.
  - c. To collect statistical data of fiscal nature on a regular basis, and to make fiscal statistical reports at times prescribed by, and on forms furnished by, the Purchaser.
12. a. To maintain records required by the Purchaser; and,
  - b. That a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by state personnel and other persons duly authorized by the Purchaser.
  - c. To maintain program statistical records required by the Purchaser and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, the Purchaser.
13. To retain all books, records, and other documents relevant to this contract for three years after final payment, and any persons duly authorized by the Purchaser shall have full access to and the right to examine any of said materials during said period.
14. That no contract or agreement may be entered into by the Provider for achievement of program activities or provision of services with a contractor, other than purchases of supplies or standard commercial or maintenance services.
15. a. That Provider shall not assign this contract without prior written approval of the Purchaser and subject to such conditions and provisions as the Purchaser may deem necessary.
  - b. No approval by the Purchaser of an assignment shall be deemed to provide for the incurrence of any obligation on the part of the Purchaser.

Purchaser and Provider mutually agree:

1. The terms of this contract shall commence on the 1st day of July, 1982, and terminate on the 30th day of June, 1983.

2. For the purposes of this contract, a presentence alcohol and drug evaluation is defined as an evaluation which occurs after an offender has been found guilty of, or has plead "nolo contendere" to, a violation of Chapter 144 of 1982 Session Laws of Kansas, and prior to a sentence by the courts.
3. For the purposes of this contract, an evaluation performed for those persons entering into a diversion agreement is defined as an evaluation which;
  - a. Occurs after a complaint has been filed charging such person with any offense involving operating a motor vehicle under the influence of alcohol or other drugs and prior to the conviction thereof;
  - b. The prosecuting attorney has determined that the offender is eligible for diversion; and,
  - c. That the offender has agreed to participate in diversion.
4. It is further agreed that, in the event fees have not been remitted to the State Treasurer, by the referring court, on behalf of the recipient(s) of Provider services; the obligations of the parties shall thereupon be terminated or reduced; provided that any termination of this contract shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such termination.
5. Representatives of the Purchaser are authorized to make periodic monitoring visits to all projects. The overall purpose of any such visit will be to aid in the success of the project. As a part of this overall purpose, project programs will be assessed, and successes and problems will be noted. Problems will be discussed with project personnel to determine appropriate corrective action.
6. The use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Purchaser's or the Provider's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his responsible parent or guardian, or upon the order of an appropriate court. Violations of 42 CFR, Part 2, and Chapter 268 of 1982 Session Laws of Kansas, shall be grounds for termination of this contract.
7. For reimbursement purposes under this contract, paid evaluations are defined as:
  - a. Presentence alcohol and drug evaluations performed pursuant to Provider Section, item 2, and Mutual Section, item 2:

- 1) For which an \$85 fee has been paid to the court;  
and
- 2) Such fee has been credited to the Alcohol and Drug  
Safety Action Program fund by the State Treasurer;
- b. Diversion alcohol and drug evaluations performed  
pursuant to Provider Section, item 7, and Mutual  
Section, item 3;
  - 1) for which an \$85 fee has been paid to the court;  
and,
  - 2) Such fee has been credited to the Alcohol and Drug  
Safety Action Program fund by the State Treasurer.
8. Requests for reimbursement under the provisions of this  
contract must be submitted on the forms and in the manner  
prescribed by Alcohol and Drug Abuse Services (ADAS).
9. Requests for reimbursement for paid evaluations for any  
preceding calendar month must be submitted to ADAS by the  
10th day of each month. Requests received after that date  
will not be processed until the 10th day of the following  
month.
10. Separate requests for reimbursement must be submitted by  
the Provider for each court.
11. Requests for reimbursement will not be processed for  
payment unless sufficient funds exist in the state alcohol  
and drug safety action program fund for the actual  
evaluation performed.
12. Any alterations, variations, modifications, or waivers of  
provisions of this contract shall only be valid when they  
have been reduced to writing, duly signed, and attached to  
the original of this agreement. This contract shall be  
subject to renegotiation upon changes in federal or state  
laws or revisions to said laws or regulations.
13. Neither party hereto shall be held responsible for delay or  
failure to perform hereunder when such delay or failure is  
due to fire, flood, epidemic, strikes, acts of God or the  
public enemy, unusually severe weather, legal acts of the  
public authorities, or delays or defaults caused by public  
carriers, which cannot reasonably be forecast or provided  
against.
14. Unless the Provider's default is excused under the  
provisions of this agreement, the Purchaser may, by written  
notice of default to the Provider, terminate the whole or  
any part of this contract only where the Purchaser has  
reason to believe, in any of the following circumstances,  
that the Provider:

- a. Is mishandling contract funds;
  - b. Is unable to carry out the project properly, or on schedule;
  - c. Fails to comply with corrective action plans within 10 days;
  - d. Violates the provisions contained in the Contractual Provisions Attachment (Form DA-146a);
  - e. Fails to submit proper reports on schedule;
  - f. Fails to obtain and/or maintain licensing and/or certification; or
  - g. Where the anticipated continuation funds become unavailable.
15. In the event that the contract is terminated, the Purchaser will notify the Provider in writing:
- a. Of its decision;
  - b. Specify the reason(s); and
  - c. Allow the Provider a reasonable time to terminate the project operations, provided that reasonable time shall not exceed ten (10) days.
16. A contract which is terminated prior to the contract ending date will be subject to the same requirements regarding audit, record-keeping, and submission of reports and other materials as a contract which continues until the duration of a contract period.
17. This contract may be cancelled by either party at any time, with or without cause, upon 30 days notice, in writing, and delivered by mail or in person.
18. This contract may be renewed and continued for subsequent annual periods by written acknowledgment of both parties.
19. The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof.
20. This contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

21. The Provider agrees to assume responsibility for and to indemnify, protect, save and hold harmless Purchaser from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including attorney fees), and negligence of whatsoever kind in nature, imposed on, incurred by, or asserted against Provider which are in any way related to or arise out of the terms and conditions of this contract, unless caused by the sole negligence of Purchaser or its agents.
22. This agreement constitutes the whole agreement between the parties and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date first above written.

\_\_\_\_\_  
Secretary, SRS

\_\_\_\_\_  
Provider

## CONTRACTUAL PROVISIONS ATTACHMENT

*Important.* This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

*"The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof."*

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the \_\_\_ day of \_\_\_\_\_, 19\_\_\_.

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

If, in the judgment of the Director of Accounts and Reports, State Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. DISCLAIMER OF LIABILITY

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor for any liability whatsoever.

5. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and to not discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 1978 Supp. 44-1031; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such act by the Kansas Commission on Civil Rights, shall constitute a breach of the contract and it may be cancelled, terminated or suspended in whole or in part by the Director of Purchases, State Department of Administration.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with this agency of the Kansas state government total less than \$5,000 during this fiscal year.

6. ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to bind the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges; and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the state to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 1979 Supp. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

Provider  
Vendor/Contractor

Social & Rehabilitation Services  
Agency Head/Authorized Representative

Date

Signature

Date

Signature

Title



# City of Lawrence KANSAS

BUFORD M. WATSON, JR., CITY MANAGER

MUNICIPAL COURT 111 EAST 11th ST.  
66044 913-841-7700 EXT. 346

February 2, 1983

The Honorable William Buntin  
Chairman, House Ways & Means Committee  
House Chamber  
3rd Floor State House  
Topeka, KS 66612

Dear Bill:

First of all, I want you to know that I miss being a part of the proceedings in Topeka, especially my membership on the Ways & Means Committee. I hope the session is going well for you and that you can successfully finish the business of the state before the spring rains come.

I am writing you today as City Prosecutor for the City of Lawrence to indicate my support for Representative Bob Frye's House Bill #2132. I have attached a letter that I sent to Bob in January, and in that letter I have indicated why House Bill 2132 is needed. The current system of collecting the \$85 evaluation fee is unnecessary. As you know, this present system involves the local court collecting and then sending the \$85 to SRS in Topeka. Theoretically, SRS is supposed to reimburse the local provider with the majority of the \$85. To date, of course, no money has been disbursed and because of that, the local provider is charging an additional \$65 to every client that they evaluate and council.

The Alcohol Safety Action Program here in Lawrence began in conjunction with our local court and they have generally had a good working relationship with the court. House Bill 2132 is a logical extension of that relationship which will provide a quicker and more convenient reimbursal system than the current law provides.

I have included ~~in~~ my letter to Mr. Frye and would only quote the following excerpts from that letter in further support of House Bill 2132. The essence of House Bill 2132 is simply that SRS has failed to administer the program in a reasonable and prudent manner. Two examples of that failure are, (1) no money to date has been reimbursed to local providers; (2) SRS has decided that any evaluation prior to adjudication would not be reimbursed.

In conclusion, the system of evaluation and reimbursement for evaluation, counseling and reimbursement for counseling would work much smoother if the payments were collected by the court and made directly to the provider. SRS

Atch. (II b)



The Honorable William Buntin  
Page 2

could continue certifying that these programs are indeed legitimate operations but any further involvement by SRS is unnecessary. Again, I wish you good luck in your 90-day deliberations. As a graduate of both Washburn University Law School and the University of Kansas, I only hope that you will treat both of my alma maters in a fair and reasonable fashion, and finally I hope you do give favorable consideration to House Bill 2132.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael G. Glover". The signature is fluid and cursive, with a large initial "M" and "G".

Michael G. Glover  
City Prosecutor

MGG:pr  
Enclosure



# Association of Community Mental Health Centers of Kansas

820 Quincy, Suite 416/ Topeka, Kansas 66612/913 234-4773

Paul M. Klotz, Executive Director

REMARKS TO:

HOUSE WAYS AND MEANS COMMITTEE . . . . .CHAIRMAN, BILL BUNTEN

BY: Paul M. Klotz, Executive Director

DATE: February 2, 1983

RE: H.B. 2132

The Association of Community Mental Health Centers (CMHCs) of Kansas, an organization of 31 community mental health centers, favors the passage of H.B. 2132 as currently written.

The reasons are:

- 1) CMHCs are strong supporters of the concept of local self determination and controlling programs as close to the people served as possible.
- 2) The fees collected for the ADSAP program are assessed locally and should be administered locally.
- 3) Local boards and committees can best determine the needs of their communities and develop the appropriate services to fit those needs.
- 4) H.B. 2132 would allow the local courts and community service providers to develop a good working relationship and improve communication between the two groups.
- 5) The Division of Alcohol and Drug Abuse Services section of SRS has developed a seven page plus contract that requires that the potential provider commit to a great number of conditions and provisions without any guarantee that the contract will be funded.
- 6) ADAS, in its contract, does guarantee that for every \$85 locally collected, the state will keep at least \$15 for administrative costs. Since the courts are collecting all the data, providing oversight of the local programs and the local agencies will be providing the actual service, it is difficult to see what ADAS will provide with its share of the fee.
- 7) The major fear of ADAS involvement is that this agency will only require unnecessary paperwork to supposedly provide quality assurance to programs that are already well governed by local agency boards, to say nothing of the courts and the people they serve.

Thank you for this opportunity to comment.

PMK

Clinton D. Willsie  
President

Larry W. Nikkel  
President Elect

Dwight Young  
Vice President

E. W. "Dub" Rakestraw  
Past President

Lannie W. Zweimiller  
Treasurer

Denny Clark  
Secretary

Harriet Griffith  
Bd. Mem. at Large

*Atch. III*



# Kansas Community Alcohol Safety Action Project

2200 West 25th Street, Lawrence, Ks. 66044, (913) 841-2880

February 1, 1983

## KANSAS COORDINATORS OF ALCOHOL SAFETY ACTION PROJECT'S

House Ways and Means Committee  
c/o Rep. Bill Buntin - Chairman  
Kansas State Capital  
Topeka, KS 66612

RE: HB 2132

Dear Committee Members,

Our association represents twenty-three (23) Alcohol Safety Action Projects throughout the state. These programs are responsible for approximately 90% of all presentence evaluation work now being performed. Many of these programs have been providing these services for a number of years.

On December 3, 1982, the ASAP association voted unanimously in favor of local control of the \$85 evaluation and monitoring assessment fee. We feel that this will simplify the current reimbursement mechanism which now requires that the fee be remitted to the state before being returned to local ASAP programs. The current process is cumbersome and serves no real purpose.

The ASAP association would like to emphasize the portion of HB 2132 that states "Monies in the Alcohol and Drug Safety Action Fund shall be expended by the sentencing court for costs of the services specified by subsection (a) and provided by community based alcohol and drug safety action programs..." (emphasis added). We feel that it is vitally important that these fees be returned to those community based programs which have been providing these services over the years.

Respectfully submitted,

Bruce H. Beale  
Chairman

*Alch. IV*

TESTIMONY ON HOUSE BILL 2132

Judge James Buchele

The 1982 session of the Kansas Legislature made sweeping changes in the D.W.I. laws in the State of Kansas. These changes were welcomed by members of the judicial as giving them a more comprehensive evaluation on exactly where the convicted D.W.I. offender stood with his drinking habits. Under the proposed House Bill 2132, the law would be refined to provide community based Alcohol Safety Action Drug Programs. These programs will provide pre-sentence alcohol/drug evaluations on any person convicted of KSA 8-1567. It also provides, at the courts direction, supervision and monitoring of all of these persons during the terms of probation or parole. The community based programs also would provide to the court the Alcohol/Drug Educational Schools in which most offenders will be required to attend. The court would also be informed if in the judgement of the community based alcohol program evaluator if that person who has been convicted has a serious problem with his alcohol and drug habits. These same evaluators would make recommendations to the courts concerning the rehabilitation of that offender to the most appropriate program, in order to return them to society as a law abiding citizen.

This bill would also give the authority to the sentencing court to use those community based Alcohol and Drug Safety Action Programs, which have practical experience in the diagnosis and referral of those who have been arrested for a D.W.I. offense. As a sentencing judge, I find this to be helpful in my decision in referring the convicted person who stands before me to a place or program which will be beneficial to him/her to return to society as a law abiding citizen. We, as judges, must make the decision in the sentencing process that will meet the requirements as set forth in the statutes which will best serve the defendant's rehabilitation and also keeping in mind the protection of the general public at large. Any information that is furnished to us by those people in the Alcohol Safety Action Programs makes our task somewhat easier in determining the best route to take.

In addition, the community based Alcohol and Drug Safety Action Program personnel will continue to monitor that convicted person throughout his period of parole or probation and report back to the court as to the progress of that individual. This includes the payments of any costs, fines or assessments during that period of probation. In the case of that individual who fails to follow through with his education and/or rehabilitation program, the community based Alcohol Safety Action Projects have the ability to report back to the court of the convicted persons failure to follow through with his/her program. The court can then take judicial action to enforce that person

*Alch. J.V.*  
need 2 copies

to either complete that program or face sterner penalties. By monitoring these persons, preventive actions can be taken before the convicted person commits the same or a similar offense.

For those people who have been arrested and convicted after July 1, 1982, it has been the sentencing courts obligation to collect an \$85 Assessment Fee and direct the court clerk to send this money into the State Treasury. It is my understanding that the money, or part of this money, is to be returned to our local community Alcohol Safety Action Projects for payment of services they provided to the court in evaluation before the sentencing date. It would appear to me that we could eliminate some administrative expense and speed up the process if the sentencing court would maintain records of those people who have been sentenced, which we already do, and those who have paid their fines, which the court clerk has already done, and then reimburse our local Alcohol Safety Action Projects directly from the court funds. I personally feel that the community based process and the sentencing court has better knowledge of what actually is going on in their particular community and can operate a program comparable, or even much better, than one that is directed from a state agency. In fact, it is my opinion that it may be more economical to provide services for those people are actually paying for them. It is the opinion of the Third Judicial District that we are very supportive of House Bill 2132.

Thank you.

## TESTIMONY ON HOUSE BILL 2132

Mr. Chairman and members of the Committee, my name is Gene Johnson. I am the legislative liaison person for the Kansas Community Alcohol Safety Action Project Coordinators. Also, I am Project Coordinator of the Sunflower Alcohol Safety Action Project located in Topeka, Kansas, and I also represent the interests of the National Council on Alcoholism--Topeka Division. I have been asked to testify today on proposed legislation House Bill 2132. My comments are based on nine years of experience of handling DWI cases before and after new legislation brought about by the Kansas Legislature during the 1982 session. As we all know, a major change in the D.W.I. legislation was accomplished by the 1982 Legislature. I think the Legislature should be applauded for taking such a positive step forward in attempts to reduce the number of alcohol related accidents, which will in turn reduce the needless slaughter and injury on our highways and streets in the State of Kansas.

Prior to July 1, 1982, most ASAP programs were funded through the Kansas Department of Transportation or received their funding from other local sources, such as the Alcohol Liquor Tax. With the changes in the law that became effective on all arrests after July 1, 1982, the Alcohol and Drug Abuse Section of the Social and Rehabilitation Services became involved in a program which had been in existence for several years prior to that date. The Legislature designated the Alcohol and Drug Abuse Section of SRS to establish a state Alcohol and Drug Safety Action Program. One of their main functions was to certify local community based ASAP programs and also contract out a portion of the \$85 assessment fee that has been collected locally from the defendant and deposited by the court in the State Treasury. The Secretary of SRS was instructed by that legislation to give consideration of those programs who had practical experience in the diagnosis and referral in alcohol and/or drug abuse. The Alcohol and Drug Abuse Section advised all known providers in the month of May that a letter of intent was needed by their office on or before June 1, 1982. That letter also advised the provider to give a clear picture of their program in two pages or less. At this point, one can see that everything was operating in a smooth, non-bureaucratic manner with a minimum amount of paperwork involved. However, since that point, mass confusion, paperwork, guidelines and bureaucracy has set in. On June 30, 1982, letters were sent to Municipal Court judges advising them of what was available throughout the state and also informing them that they would have an opportunity to give input in the future to which programs would be available to provide services to their court. This caused some confusion among some of the judges who were already using existing ASAP services. Other judges were totally confused to what their actual roles were to be. As time went on, we were informed that SRS had taken the position to license and certify any agency that came under the general guidelines as set forth in the rules

*Alch. VI*

and regulations. This would seem to us that already those programs who had practical experience in the field and had been doing this job for a number of years were being infringed upon. The question was brought up that SRS, under the existing statute, had the right to license those programs who were only providing evaluations to the court and referrals to other agencies. It is believed that the legislative intent was that the Secretary of SRS had the authority to certify and not necessarily to grant licenses.

Several meetings were held with staff of the Alcohol and Drug Abuse Section and the members of the Coordinators Association to determine some continuity and guidelines for all programs to follow. However, when the directives and guidelines were received from the Alcohol and Drug Abuse Section, it would appear that most of the suggestions from the field were greatly modified or ignored altogether. ON approximately December 15, 1982, contracts were mailed to those agencies who were providing evaluation assessments for the court. It must be remembered that these evaluations had already been performed by the local agencies and this money had already been collected by the sentencing court and then submitted to the State Treasury. These contracts were in such great detail that it required seven pages to put it all in print. Many local organizations found this contract completely unacceptable and have not, for one reason or another, returned these to the Alcohol and Drug Abuse Section for approval. On December 31, 1982, the legal department of the Social and Rehabilitation Services decided to ask for an Attorney General's ruling on whether some programs were abiding by the strict letter of the law as far as evaluations on diversions were concerned. This opinion came back in the early part of January from the Attorney General's office, stating that some programs were not following the letter of the law. However, legislative intent indicated that an evaluation shall be done and the programs who had performed those services should be paid. It would appear to us that, if we have violated the strictest letter of the law, that we will have to indeed enter into a separate contract with the Social and Rehabilitation Services to receive our just money for services provided on those diversions. From personal experience in the past, I find it not to my best interest to refuse to make an evaluation on a particular individual when ordered to do so by the court. If I would refuse to do that, stating that I am not following the guidelines as set by the Alcohol and Drug Abuse Section, I probably would find myself out in the corridors doing nothing and some other organization doing the evaluations in the courtroom. We feel that, if the court orders an evaluation, regardless of when it's done, as long as it falls in that length of time after the arrest and before the final sentence is entered into, that the legislative intent has been fulfilled.

In addition, it appears that the Social and Rehabilitation Services are somewhat dictating to us what we can show in our Alcohol Information Schools. It has been brought to our attention that we must give a minimum of eight hours of classroom instruction on alcohol and alcohol abuse, which must be strictly objective and educational. We have been directed to not exceed 10 hours of instruction in our alcohol information school. If that program does provide more than 10 hours of instruction, ADAS will penalize that program pointwise on their evaluation score. We feel that, if a program has the ability to develop an Alcohol Information School in excess of 10 hours of classroom instruction, they should be allowed to do so without fear of being penalized. Our education classes cannot include any scare tactics or films that would suggest that. In reviewing our local program, we would have to shelve 80% of our films which are not acceptable to the standards as set forth by SRS. Also, it was brought to our attention that we could not present any information or orientation on Alcoholics Anonymous other than during the one session dealing with community resources. That would also eliminate the fellowships of Narcotics Anonymous, Al-Anon, and Alateen. Personally, I do not feel that we should be limited in our discussion of these worthwhile organizations. The services of these organizations are very successful, being the most successful in the field today. Also, they are available in almost every community in the State of Kansas; their content is simple to understand, and last but not least, it doesn't cost the taxpayers a dime.

In addition, we must use two approved testing instruments, to be given to the people referred to our agencies for an evaluation/interview. It is estimated that the testing alone will take a minimum of 30 minutes by the individual and giving much less time to the eye-to-eye contact with the evaluator. We were also told to change our intake sheets to comply with the suggested copy furnished to us by the Alcohol and Drug Abuse Section. For those people who were referred to our Alcohol Information Schools, we were instructed to give them a pre- and post-test. I personally have some problems with the pre-test because I feel that, if that person knew anything about alcohol, he would not be a client in our program. I realize that some type of evaluation mechanism must be in place in order to determine whether these programs are successful. However, in our program here in Topeka, Kansas, we keep a record for a minimum of five years of all those people who we have come in contact with. We also keep a complete record of those who have come in contact for the second or third time. We feel that, if we maintain a recidivist or repeat ratio of less than 15%, our program is very successful. A District Attorney appeared before another committee earlier this week and said that anything under 15% was very successful and if that could be accomplished in all categories of criminal activities, we would not have overloaded courts and penitentiaries today.



In observing the last six months in getting this legislation off the ground and in good working order, one would be given the impression that the judicial system is functioning quite adequately. However, the inclusion of the Alcohol and Drug Abuse Section seems to be hampering the efforts of the local Alcohol Safety Action Projects to complete their tasks in the rehabilitation of these D.W.I. offenders. Our organizations feel that because the courts are given the responsibility by the Legislature to collect this money, it seems needless to us for that money to be submitted to the State for later distribution back to that same sentencing court minus the administrative fee, which is approximately 17% at this time by Alcohol and Drug Abuse Section for services already performed. Our organizations, at this time, would endorse and support House Bill 2132 to continue the efforts to make our streets and highways in the state of Kansas a much safer place to drive.

Thank you.

To: House Committee on Ways and Means  
Wednesday, February 2, 1983

From: Dr. Lorne A. Phillips, Commissioner  
Alcohol and Drug Abuse Services

Re: H.B. 2132

As Commissioner of the Alcohol and Drug Abuse Services of the Department of Social and Rehabilitation Services, the agency given the charge to implement the statewide ADSAP program, I find it hard to comprehend the full nature of this bill. Senate bill 699 has been in effect barely 7 months and we have had little time to implement this ADSAP system and work out all the problems, and now we are faced with a bill that would dismantle the Statewide system.

SRS/ADAS was given the task of taking a loosely organized, disjointed system of ASAP programs and turning this into an organized, uniform, and accountable statewide ADSAP system with a coordinated certifying, monitoring, and funding activity. Obviously, when you take a system with no uniform monitoring, control or accountability and try to work these programs into such a system, you have people upset. We have tried to involve as many persons and organizations and have listened to all recommendations in the process of developing and implementing the statewide ADSAP system, however, we realized from the diversity of recommendations that not all parties would be fully satisfied.

I believe that a centralized, coordinating agency, such as SRS/ADAS, is accountable to this legislature, can insure that the intent of your laws is accomplished and that a uniform and consistent set of standards will be maintained. If this legislation is passed, there will be no guarantee that any ADSAP program will be consistent with any other program. While ensuring consistency may necessitate some changes in programs at the local level, it does provide equal treatment and protection to all Kansans under the law.

The majority of the concerns, complaints and problems have either been resolved or referred to the appropriate resources for their opinion and direction. In a number of instances there have been different opinions on the interpretation of the law in relation to the role and function of ADSAP programs and this has put us in conflict with some of local programs over some specific issues. For example, a number of programs have been doing pre-conviction evaluations, primarily directed to do so by local judges and prosecutors. While at the local level it may be felt that it is more efficient to do evaluations in this matter, I believe that despite individual judges and prosecutors interpretation, it is our responsibility to uphold the law as it is written and not the way some wish it were. We sought and received an Attorney General's opinion on the issue of pre-conviction and post-sentence evaluations and the interpretation taken by SRS/ADAS was upheld.

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Atch. VII

Many statements have been made about the way the \$85.00 assessment fee has been handled. One comment I have heard is that judges are upset and refusing to send the \$85 assessment fee to the State Treasurer for the ADSAP fund because they do not want the money to go to SRS (for whatever reason). If this is true, we then have judges out in local communities who are making and enforcing their own legislation. Other persons are complaining about the contract itself. We are currently going over the contract to see if any of the presented concerns that we have been made aware of can be incorporated without affecting legislative intent. It is our opinion, that for the most part, the contract contains only: 1) direct quotations from the law, 2) standard contract provisions, and 3) items suggested by the ADSAP sub-committee of the Kansas Citizens' Advisory Committee on Alcohol and Other Drug Abuse. This sub-committee has always had no less than 3/4 of its membership made up of persons who work for ADSAP agencies. While this contract is not pleasing to everyone, (as in the case of most contracts) unless we are given specific concerns and these are discussed with us, it is difficult for SRS/ADAS to deal with them.

Some ADSAP programs have complained that they have not received any money from SRS. In response to this complaint all I can say is that all programs that have executed contracts and have submitted billings have been reimbursed. It should be noted that the statewide fund has been slow in receiving the assessment fees. Two obvious reasons are: first, for the first two to three months following the effective date of SB. 699 the courts were still dealing with pre-S.B. 699 arrests and therefore no dollars were assessed against these persons. Secondly, many of the judges are allowing offenders 90 days in which to pay the \$85.00 assessment fee which delays the collection of these funds. Given that this bill went into effect on July 1st, and that ADSAP programs were required to begin performing evaluations immediately, a problem was created because no funds were available to reimburse the programs for these services. We had foreseen this problem and had told all ADSAP programs in June that we felt the fund would not generate enough money to begin reimbursing programs until January. The problem with the slow collections and problems with developing the funding mechanism made it unreasonable to begin reimbursements until last month.

If final disposition on this bill is to allow the monies to be controlled by local judges, I would hope you would strongly consider the need to maintain the statewide certification system so that there would be consistent criteria in all programs across the state.

In conclusion, I would hope the committee will feel that sufficient time has not been given to allow us the opportunity to solve the inevitable problems which always arise when developing and implementing a major system such as this and would therefore recommend that this bill not be passed out of committee but would encourage and recommend that all parties involved make a concerted and honest effort to work together to solve the problems rather than magnify the ones that may exist.

**ansas**  
**Citizens**  
**Advisory**  
**Committee on Alcohol and other Drug Abuse**

P.O. BOX 4052 TOPEKA, KANSAS 66604

February 2, 1983

TO: House Ways & Means Committee

FROM: Ronald L. Eisenbarth, Chairperson, Kansas Citizens Committee on Alcohol and other Drug Abuse

Dear Chairman and Committee Members:

I would like to provide the following testimony on behalf of the Kansas Citizens Committee on Alcohol and other Drug Abuse in opposition to House Bill 2132.

This proposed legislation would abolish the funding mechanism set forth in Senate Bill 699 which was passed last year by the Kansas Legislature and became Law July 1, 1982. Senate Bill 699 provides for an \$85.00 fee to be assessed against the offender by the Courts to be sent to the State Treasurer and the entire amount is then credited to an Alcohol and Drug Safety Action program fund created by Senate Bill 699. These monies are administered by the Secretary of Social and Rehabilitation Services (SRS) to Alcohol and Drug Safety Action programs that provide services specified in Senate Bill 699. House Bill 2132 proposes a funding mechanism through the Sentencing Court instead of the present funding system through SRS.

Initial statewide funding projections were \$558,000.00 for fiscal year 1983. Due to the collection mechanism and the funding process being in effect only since July 1, 1982, the fees did not begin coming into the State Treasurer until after October 1, 1982. As of January 31, 1983, approximately \$110,000.00 had come into the fund with steady increases each of the past four (4) months. Current projections are that approximately \$400,000.00 will be collected by the end of the first year (June 30, 1983). An evaluation after July 1, 1983, should determine whether (1) The initial \$558,000.00 projection was too high (2) Courts are not channeling the fees in accordance with directives of Senate Bill 699 or (3) If other factors are responsible for the decreased amount collected.

We feel that the seven (7) month period which Senate Bill 699 had been in effect is not sufficient time to determine the degree of effectiveness of this funding mechanism and a minimum of another year should be allowed to determine its effectiveness.

*Atch. VIII*

House Bill 2132 also proposes the abolishment of the Certification of Alcohol and Drug Safety Action programs by the Secretary of SRS and places authority with the Courts to designate such programs. Without the certification process, there will be no uniform criteria for the establishment of such programs and uniform accountability of services provided.

We believe the Department of Social and Rehabilitation Services through its Alcohol Drug Abuse Service (ADAS) has established itself as an effective state agency to administer alcohol and drug programs during the past few years, and definitely has the knowledge and experience in the area of alcohol and drugs to administer this program. Courts generally are swamped with a workload and do not profess to have expertise in the area of alcohol and drug abuse programming.

In summary, we feel additional time should be given before making determination of the effectiveness of the funding and certification standards of Senate Bill 699. Therefore, the Kansas Citizens Committee on Alcohol and other Drug Abuse opposes House Bill 2132.

Sincerely,



Ronald L. Eisenbarth, Chairperson  
Kansas Citizens Committee on  
Alcohol and other Drug Abuse

# Kansas Alcoholism Counselors Association

1318 Fillmore  
Topeka, Ks. 66604

February 2, 1983

## TESTIMONY

TO: House Ways and Means Committee

FROM: Glenn Leonardi, President, Kansas Alcoholism Counselors Association *g.l.*

RE: House Bill No. 2132  
By Representative R. Frey

The Kansas Alcoholism Counselors Association (K.A.C.A.) is an organization of approximately 200 certified alcoholism counselors representing the entire State of Kansas. The association's purpose is two-fold: to develop and maintain professional standards for alcoholism counselors and to insure the delivery of quality services by members of this profession.

I appear before you today on behalf of K.A.C.A. to voice our association's concerns about HB-2132. In the legislative session of 1982, K.A.C.A. came out in full support of Senator Meyers' Senate Bill No. 699. Significant steps were taken by Senator Meyers to incorporate technical assistance from professionals throughout the field during Bill preparation. These steps were an effort to develop a piece of legislature that would effectively meet the social and technical needs of Kansas. We all knew at that time that there would be problems with SB-699 that would require attention and resolution in the future.

K.A.C.A. is not opposed to amendments that will improve the legislative intent of SB-699. Our main concerns with HB-2132 are: 1) That the removal of Social and Rehabilitation Services/Alcohol and Drug Abuse Services (SRS/ADAS) from the process of administering the funds generated by SB-699 could result in uncoordinated and inappropriate expansion of Alcohol and Drug Safety Action Program (ADSAP) services, 2) That the removal of SRS/ADAS from the process of certifying ADSAP programs eliminates the standardized accounting of quality assurance that is necessary and healthy for all programs within the field of human services, 3) That SB-699 has not been given sufficient enough time to accurately demonstrate the areas within the Bill that require adjustment.

K.A.C.A. therefore, does not support any change in SB-699 this legislative session that removes SRS/ADAS from the process of certifying ADSAP programs or the administration of funds generated by SB-699.

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*IR*  
~~###~~

Kansas Association of Drug Abuse  
Counselors  
1319 Lincoln  
Topeka, Kansas

Kansas House of Representatives  
House Ways and Means Committee  
State House, Room 514S  
Topeka, Kansas

Re: H.B. 2132

Chairperson:

The Kansas Association of Drug Abuse Counselors wishes to go on record regarding administration of funds from SB699. We feel the SB 699 mechanism has not been in place long enough to assess the strengths and weaknesses of the system. We feel it unwise, at this point in time, to change the system. Therefore, we feel the legislation should be given a reasonable length of time to be assessed.

Respectfully submitted,

*Elizabeth King Meyer, M.S.*

Elizabeth King Meyer, M.S.  
K.A.D.A.C. Board Representative

*Atch. 2*