



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 06/24/2015**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/15/2015**

**ISSUE:**

26. Request for Approval of Sole Source Procurement – FY 2015/16 Santa Fe Municipal Court DUI/Drug Court Treatment Services; Millennium Treatment Services, Inc. (Cordelia Begay)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/15/2015

**CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST**

Contractor Name: Millennium Treatment Services, Inc.

Procurement Title: Sole Source

Other Methods: State Price Agreement  Cooperative  Sole Source  Exempt  Other

Department Requesting/Staff Member Judge Ann Yalman

**Procurement Requirements:**

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.*

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Judge Ann Yalman, MUNICIPAL COURT JUDGE

Department Rep Printed Name and Title

*Adlene Sanchez 6-5-15*

Department Rep Signature attesting that all information included

*Therley Rodriguez June 06/09/15*

Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR OTHER METHOD FILE\***

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

Other: \_\_\_\_\_

**AWARD\***

YES    N/A

Fully executed Memo to Committees from the Department with recommendation of award  
  Other: \_\_\_\_\_

**CONTRACT\***

YES    N/A

Copy of Executed Contract  
  Copy of all documentation presented to the Committees  
  Finalized Council Committee Minutes  
  Other: \_\_\_\_\_

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

\_\_\_\_\_  
Department Rep Printed Name and Title

\_\_\_\_\_  
Department Rep Signature attesting that all information included

## SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be forwarded to the Purchasing Officer for the City of Santa Fe Purchasing Office for processing.

Date: 05/13/2015

Prepared By: Ann Yalman Title: Judge

Vendor Name: Millennium Treatment Services Inc.

Address: 1911 St. Michael's Drive Ste. G-1

City: Santa Fe State: NM Zip Code: 87505

### Description of Good/Service to be Procured:

1. Complete screening and assessment, including the SASSI on incoming participants.
2. Provide individual and group counseling, MRT, Breathalyzer testing and UAs for Municipal Drug Court and DUI court.
3. Attend and participate in DUI court and Drug Court Case Staffing.
4. Confirmation of UAs through Redwood Toxicology Labs and submission of results to the Court.

Estimated Cost: \$70,000.00

Term of Contract: 07/1/15 – 6/30/16

1. Explain why this is the only available source that can be meet the needs of your department.

Municipal court's criteria for the Drug Court and DUI Court provider is a provider experienced with substance abuse, evidence based treatment and Drug Court and DUI Court.

2. Explain why this vendor is the only available source from which to obtain this product of service.

The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or

Other reason, please explain in full. Attach additional sheets, if necessary.

Millennium Treatment Services and its director Brian Parkhill is the sole provider of DUI/Drug Court treatment services at both the District Court and Magistrate Court programs and has been for many years. Mr. Parkhill is an experienced licensed substance abuse counselor and is current in the evidence-based treatment of people with serious addiction and alcohol abuse problems. Mr. Parkhill has attended numerous NADCP conferences and holds both LPCC & LADC credentials.

The court needs a provider located in Santa Fe who can easily be accessed on foot or by public transportation. This agency provides comparable services for Santa Fe Magistrate Drug Court and the First Judicial District Drug Court. Due to location and knowledge and experience requirements, the Court has determined that no business other than Millennium Treatment Services can perform the contract.

**3. Explain why the price is considered fair and reasonable.**

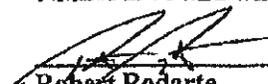
The price was originally based on number of participants but we found that many participants did not have sufficient funds to pay \$22.00 per week and we negotiated a monthly price so that we could keep non-paying participants in the program.

**4. Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

We were concerned that Millennium would go out of business because they were carrying non-payment participants. Under this contract they must provide service to all appropriately referred participants even if those participants are not paying for any of the services.

**Approvals:**

Based on the above facts, the Purchasing Office has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

 5/15/15  
Robert Rodarte Date  
Purchasing Officer



# City of Santa Fe, New Mexico

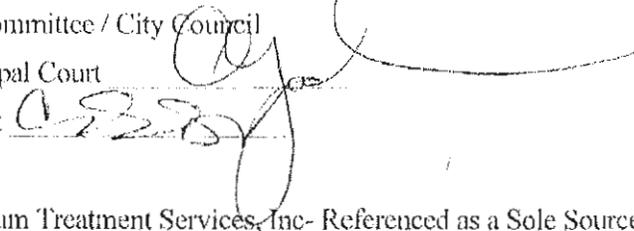
2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

## MUNICIPAL COURT

Ann Yalman, *Municipal Judge*

Phone 505-955-5070 Fax 505-955-3159

### *Transmittal Memo*

TO: City of Santa Fe Finance Committee / City Council  
THRU: Judge Ann Yalman, Municipal Court  
FROM: Cordelia Begay, Accountant   
DATE: 05/22/2015  
RE: FY 15-16 PSA for Millennium Treatment Services, Inc- Referenced as a Sole Source

Municipal Court is requesting approval for Millennium Treatment Services, Inc. as a Sole Source provider to its programs of Drug Court and DUI Court. The Professional Service Agreement for Millennium Treatment Services, Inc. is a Sole Source and requires approval by Finance Committee and City Council.

Attached is a Professional Services Agreement for Millennium Treatment Services, Inc.

Millennium Treatment Services provides services that include:

- (1) Complete screening and assessment/ASI including the SASSI on incoming patients;
- (2) Individual therapy and group counseling to include relapse prevention, coping skills, life management skills, alcohol/drug education, alcohol/drug refusal, and relapse prevention. Also, it provides MRT, Breathalyzer testing and UA's for the Municipal Court's programs of Drug Court and DUI Court;
- (3) Attend and participate in Drug Court and DUI Court case staffing;
- (4) Confirmation of UA's through Redwood Toxicology Labs and submission of results to the Court;

Millennium Treatment Services, Inc. is considered sole source since the Municipal Court needs a provider located in Santa Fe that can easily be accessed on foot or by public transportation. It is the sole provider of DUI/Drug Court treatment services at both the District Court and Magistrate Court programs and has been for many years. If Municipal Court were to provide these services it would be a much greater cost and require the acquisition of two new staff that have to be trained to handle UAs, breath tests, individual and group counseling.

Finally, the Municipal Court has received approval to add an additional program resulting in one program dedicated to Drug Court and the other program to DUI Court so that the individuals could receive the treatment that is more appropriate for their individual issues. The total cost of these programs is \$70,000. This funding is available in business unit and line item 22217.510400.

Should you have additional questions, call me at x5054.  
Thank you.

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Millennium Treatment Services, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City of Santa Fe Municipal Court Drug Court Program and DUI Court Program as follows:

DRUG COURT PROGRAM

- A. Screening and Assessment/ASI Including the SASSI on Incoming Patients;
- B. Individual Therapy:
  - (1) relapse prevention
  - (2) coping skills
  - (3) life management skills
- C. Group Therapy:
  - (1) drug education
  - (2) drug refusal
  - (3) relapse prevention
- D. Drug Court staffing;
- E. Drug and alcohol testing on site/observation of specimens;
- F. Send urine specimens for testing, when challenged;
- G. Notify Municipal Court of drug and alcohol testing results and compliance problems;

H. The Contractor shall accept all referrals suitable for Drug Court from the Santa Fe Municipal Court.

DUI COURT PROGRAM

A. Screening and Assessment/ASI Including the SASSI on Incoming Patients;

B. Individual Therapy:  
(1) relapse prevention  
(2) coping skills  
(3) life management skills

C. Group Therapy:  
(1) alcohol education  
(2) alcohol refusal  
(3) relapse prevention

D. Drug Court staffing;

E. Drug and alcohol testing on site/observation of specimens;

F. Send urine specimens for testing, when challenged;

G. Notify Municipal Court of drug and alcohol testing results and compliance problems;

H. The Contractor shall accept all referrals suitable for DWI Court from the Santa Fe Municipal Court.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seventy thousand dollars (\$70,000), plus applicable gross receipts taxes for the Fiscal Year 2015 - 2016. Payment shall be made upon receipt and approval by the City of monthly statements of five thousand eight hundred thirty-three dollars (\$5,833.00), plus applicable gross receipts taxes containing a report of services completed.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2016, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is based upon hourly rates and expenses, therefore, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any

portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions

of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and

limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Municipal Court  
2511 Camino Entrada  
Santa Fe, NM 87505

Contractor:  
Millennium Treatment Services, Inc.  
1911 St. Michaels Dr. Suite G  
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:   
Millennium Treatment

JAVIER M. GONZALES, MAYOR

BRIAN PARKHILL,  
DIRECTOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS # 02-385643-002  
City of Santa Fe Business  
Registration #14-0075523

ATTEST:

YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

*MDM* 5/18  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

22217.510400  
BUSINESS UNIT/LINE ITEM



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 FOR: ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Millennium Treatment Services, Inc

3 Complete information requested  Plus GRT

Inclusive of GRT

Original Contract Amount: \$70,000.00

Termination Date: June 30, 2016

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Contract is for: Professional Service Agreement

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT

Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ # \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_ May 26, 2015

Other Drug Court and DUI Court \_\_\_\_\_

6 Procurement History: \_\_\_\_\_  
example: (First year of 4 year contract)

7 Funding Source: Drug Court/Grant & Services BU/Line Item: 22217-510400

8 Any out-of-the ordinary or unusual issues or concerns:  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Cordelia Begay  
Phone # 955-5054

10 Certificate of Insurance attached. (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

To be recorded by City Clerk:

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments: