

**AGREEMENT BETWEEN THE CITY OF DULUTH,
CENTER FOR ALCOHOL AND DRUG TREATMENT,
AND JEFFREY R. MAAHS, PHD,
FOR THE FY 2020 COMPREHENSIVE OPIOID STIMULANT
AND SUBSTANCE ABUSE PROGRAM (COSSAP) AWARD**

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation existing under the laws of the State of Minnesota, hereinafter referred to as "CITY", and CENTER FOR ALCOHOL & DRUG TREATMENT, a private nonprofit corporation under the laws of the State of Minnesota, hereinafter referred to as "CADT", and Jeffrey R. Maahs, PHD, hereinafter referred to as "Researcher".

WHEREAS, the City is the recipient of an Office of Justice Programs Award, No. 2020-AR-BX-0048 ("Award") from the U.S. Department of Justice (Document A), pursuant to which City is to act as the fiscal agent for funds to be used for the operation of the City of Duluth FY 2020 Comprehensive Opioid Stimulant and Substance Abuse Program (COSSAP) (hereinafter referred to as the "Project"), as further described herein; and

WHEREAS, pursuant to the terms of said Award, the parties will use the funds to create the Lake Superior Diversion and Substance Use Response Team to reduce opioid and methamphetamine-related deaths, increase access to chemical dependency assessments and reduce delays in outreach; and

WHEREAS, to achieve the identified goals, the parties wish to engage a full-time Licensed Alcohol and Drug Counselor who will provide immediate Rule 25 assessments to program participants, and also retain Researcher in year 3 of the grant to continue supporting the Project coordinator in the collection and analysis of data relevant to the goals of the Project and help troubleshoot any problems that arise; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' understanding.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

Scope of Professional Services

A. CADT: CADT agrees that it will carry out its responsibilities and provide those professional services in support of the Project as are outlined in the above-referenced Award. These services specifically include supplying a full-time Licensed Alcohol and Drug Counselor (LADC) who will provide immediate (within 24 business hours) Rule 25 Assessments to all program participants, whether through police referral, self-referral, jail in-reach, or overdose outreach, regardless of residency or insurance. The LADC

will also provide counseling to clients engaged by the Substance Use Response Team. CADT will provide these services during years one, two and three of the grant period (10/01/2020 through 9/30/2023).

B. RESEARCHER: Researcher agrees that it will carry out its responsibilities and provide those professional services in support of the Project as are outlined in the above-referenced Award. These services specifically include assisting the Lead Peer Specialist with tracking responses to overdose survivors. The Researcher will survey individuals who receive training through the Lake Superior Diversion and Substance Use Response Team in order to assess the effectiveness of training. The Researcher will support the Lead Peer Specialist in collecting, compiling and analyzing the data from overdose contacts. The Researcher will provide ongoing analysis to assist in the identification of the problem, design of the solution, and evaluation of the proposed initiative. The Researcher will compile information to meet the Office of Justice Program's performance measurement data reporting requirements. The Researcher will support the Lead Peer Specialist in the collection and analysis of data relevant to the objectives and goals of the Project. This includes data collected by other agencies and data that originates more directly from this funding. The Researcher will work with the Lead Peer Specialist to address research questions, including the following:

1. Did the addition of the LADC increase access to Rule 25 assessments and reduce the time between contact and the Rule 25 assessment?
2. How well do the additional Peer Recovery Specialists integrate into the overall Lake Superior Diversion and Substance Use Response Team? Are there duplication of services? Are there barriers that prevent the Peer Recovery Specialist from conducting effective outreach?

In addition, the Researcher will provide active, ongoing assessment support to help troubleshoot any problems/issues that arise in the course of the Project and provide solutions to identified barriers. To help foster this process, the Researcher will conduct stakeholder interviews with all agency partners at the end of year one (09/30/2021) of the grant period. The Researcher will also bear the primary responsibility, with support from the Lead Peer Specialist and analyst, for creating a final report.

ARTICLE II

Fees

It is agreed between the parties that CADT shall be paid the sum of Ninety-eight Thousand Six Hundred Fifty Dollars (\$98,650.00) per year for the provision of the full-time LADC. CADT's fees for each year of the award shall not exceed \$98,650.00.

It is agreed between the parties that Researcher shall be paid \$52.00 per hour for a total of 192.31 hours for year 3 of this Project. Researcher's fees for year 3 shall not

exceed the sum of Ten Thousand Dollars (\$10,000.00). (Researcher's fees for years 1 and 2 are covered under a separate agreement between the City and CADT under the FY 2019 Comprehensive Opioid Abuse Site-Based Program (COAP) Award).

Article III

Term of Agreement

Notwithstanding the date of execution, the term of this Agreement shall commence on October 1, 2020 and terminate on September 30, 2023.

ARTICLE IV

Assignability

CADT and Researcher shall not in any way assign or transfer any of their rights or interests under this Agreement in any way whatsoever without the prior written approval of the CITY.

ARTICLE V

Termination of Services

Any party may, by giving written notice at least Thirty (30) days prior to the effective date thereof, terminate this Agreement in whole or in part without cause. CADT and Researcher shall be entitled to compensation for services properly performed to and including the date of written notice of termination of this Agreement. Provided, however, that either party may terminate this Agreement immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law. Further provided, however, that City may terminate this Agreement upon notification from the U.S. Department of Justice that Award funding to fund City's obligations hereunder has been terminated; such termination shall be effective upon CADT and Researcher receiving notice thereof.

ARTICLE VI

Information Sharing and Data Practices

Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any applicable law or policy, and that information and data are shared or made available to the receiving party in accordance with applicable law or policy. Further, each party agrees not to release, transmit, disclose or otherwise disseminate information or data associated or generated as a result of the services performed under this Agreement except in accordance with applicable law. All reports, data, information documentation and material given to or prepared by Researcher and CADT pursuant to this Agreement will be confidential and will not be released by CADT or Researcher without prior authorization from the City. All notes, reports, records and other data prepared under this Agreement shall become the property of the City upon completion or termination of the services of the Researcher.

ARTICLE VII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither party nor any officers or employees thereof shall be considered an employee of the other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither party nor their officers, agents, contractors and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from the other party.

ARTICLE VIII

Standard of Performance

CADT and Researcher agree that all services to be provided pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

ARTICLE IX

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by Researcher and CADT in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.

B. Documentation of Costs

Researcher and CADT will ensure that all fees shall be supported by properly executed time records, invoices or other official documentation evidencing in proper detail the nature and propriety of the charges. All time records, invoices, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

Researcher and CADT shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

Researcher and CADT shall ensure that at any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination, all of its records with respect to all matters covered by this Agreement. Researcher and CADT will also permit City, the State of Minnesota and the Federal government to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials and other data relating to all matters covered by this Agreement.

ARTICLE X

Liability

A. As Between the Parties

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

B. Limitation of Liability

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

ARTICLE XI

Rules and Regulations

- A. The parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and County and the City and their respective agencies which are applicable to their activities under this Agreement.
- B. The parties agree to observe and comply with all applicable grant requirements including but not limited to OJP grant-monitoring guidelines, protocols and procedures and to cooperate on all grant-monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, or site visits.

ARTICLE XII

Notices

Notice to the parties provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

CADT

Center for Alcohol & Drug Treatment
Attention: Tina Silverness, CEO
1402 E. Superior Street
Duluth, MN 55802

RESEARCHER:

Jeffrey R. Maahs, PhD
Associate Professor
Department of Anthropology, Sociology and Criminology
University of Minnesota Duluth
207 Cina Hall
Duluth, MN 55802

CITY

Chief of Police
City of Duluth
2030 N. Arlington Avenue
Duluth, MN 55811

ARTICLE XIII

Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XIV

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE XV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVI

Execution

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

ARTICLE XVII

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

CITY OF DULUTH, a Minnesota municipal corporation

Center for Alcohol & Drug Treatment, a Minnesota nonprofit corporation

By: _____
Mayor

By: _____

Date: _____

Its: _____

Attest: _____
City Clerk

Date: _____

Date: _____

Countersigned:

JEFFREY R. MAAHS, PhD,
Researcher

City Auditor

Date: _____

Date: _____

Approved as to form:

City Attorney

Date: _____

ARTICLE XVII

Entire Agreement

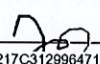
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By: _____
Mayor

DocuSigned by:
By:  _____
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Date: _____

Its: CEO _____

Attest: _____
City Clerk

Date: 11/30/2020 _____

Date: _____

Countersigned:

JEFFREY R. MAAHS, PhD,
Researcher

City Auditor

Date: _____

Date: _____

Approved as to form:

City Attorney

Date: _____

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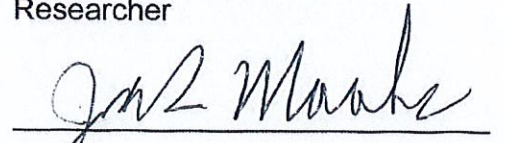
Date: _____

Countersigned:

JEFFREY R. MAAHS, PhD,
Researcher

City Auditor

Date: _____


Date: 11/25/2020

Approved as to form:

City Attorney

Date: _____