

**AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF DULUTH AND ST. LOUIS COUNTY, MN  
FOR SUBSTANCE USE RESPONSE TEAM  
PROJECT COORDINATOR**

THIS AGREEMENT, is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and ST. LOUIS COUNTY, a Minnesota county acting through its governing body, hereinafter referred to as "County".

WHEREAS, City is a participating local government receiving opioid settlement funds through direct distribution from the directing administrator of the Minnesota opioids state settlement; and

WHEREAS, City authorized expenditures of opioid settlement funds in the amount of \$1,277,600 for funding up to ten years of salaries and benefits for Substance Use Response Team ("SURT") Project Coordinator via resolution 23-1009R, pursuant to which County is to provide for and embed a social worker into the Behavioral Health Unit within the Duluth Police Department; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' respective rights and responsibilities in the implementation of said Award Letter.

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

**ARTICLE I**

**Scope of Professional Services**

County agrees that it will collaborate with the City to expand, refine, and sustain its successful, evidence-informed approach toward integrating Peer Recovery Specialists into the criminal justice system to provide individuals with substance use disorders with Peer and harm reduction-based services. The City's Substance Use Response Team ("SURT") operates across the Arrowhead region of Northeast Minnesota, including St. Louis, Carlton, and Lake Counties in Minnesota and the city of Superior, Wisconsin. SURT is a Peer Recovery-led deflection program housed within the Behavioral Health Unit of the Duluth Police Department. The City will expand into additional intercepts of the criminal-legal system by partnering with the County to supply a mental health provider

to provide project coordinator services for the Behavioral Health Unit to work with the local jail re-entry team and collaborate to provide peer and harm reduction services to program participants within St. Louis County. The duties of the social worker will be in furtherance of funded strategy D, Address the Needs of Criminal Justice-Involved Persons, in Exhibit A attached hereto and are more fully set forth in the job description attached hereto as Exhibit B.

## ARTICLE II

### Reimbursement for Expenses

#### A. Reimbursement for Services

City hereby agrees to reimburse County for "Eligible Costs" incurred by it in the performance of the work under the terms and conditions of this Agreement in an amount not to exceed \$1,277,600. For the purposes of this Agreement, "Eligible Costs" shall mean the costs incurred by County for salary and fringe benefits paid to or on behalf of the social worker providing services relating to the work provided hereunder. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as City shall reasonably request. Upon receipt of said request and the appropriate documentation, City shall promptly reimburse. City and County shall amend this Agreement as necessary to provide annual reimbursement limits for Eligible Costs for each year in the initial term and any renewal term.

#### B. Deposit of Funds

All reimbursement paid to County pursuant to Paragraph A. above shall be paid from City Fund 211-030-5447 (Opioid Remediation, Finance, Payment to Other Govt Agencies).

## ARTICLE III

### Assignability

County shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

## ARTICLE IV

### Term

Notwithstanding the date of execution, the term of this Agreement shall be deemed to have commenced on July 1, 2025, and shall run for an initial term of five (5) years

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terminating on June 30, 2030. The parties may renew this Agreement for an additional term of up to five (5) years by written agreement executed by both parties.

## ARTICLE V

### Termination of Services

Either 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. County shall be reimbursed for services performed and expenses incurred prior to the date of termination, subject to the availability of the grant funding.

## ARTICLE VI

### Standard of Performance

County agrees that all services to be provided to City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

## ARTICLE VII

### Records and Inspections

#### A. Establishment and Maintenance of Records

Records shall be maintained by County 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

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

#### C. Reports and Information

County 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

County will make available during normal business hours all of its books, records, documents, papers, accounting procedures and practices, and other evidences

relevant to this Agreement to City for examination, duplication, transcription, and audit by the City, as often as City may deem necessary.

E. Information

All reports, data, information, documentation and material given or prepared by the County pursuant to this Agreement will be subject to the Minnesota Data Practices Act except as provided for in applicable Federal or state laws, rules, regulations or orders.

## ARTICLE VIII

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 IX

### 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 X

### Civil Rights Assurances

Both parties and their officers, agents, servants and employees as part of the consideration under this Agreement, do hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

## ARTICLE XI

### Rules and Regulations

Both 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.

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## ARTICLE XII

## Notices

Notice to County or City 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:

County: St. Louis County Attorney's Office  
100 North 5<sup>th</sup> Avenue West  
Room 501 Court House  
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

### 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.

*[Remainder of page left intentionally blank, signature page to follow.]*

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

**CITY OF DULUTH, a Minnesota Municipal Corporation**

By: \_\_\_\_\_  
Mayor (City Administrator per delegated authority)

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Date: \_\_\_\_\_

**ST. LOUIS COUNTY, a Minnesota County**

By: \_\_\_\_\_  
Chair of the Board

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nancy Nilsen  
Auditor/Clerk of the Board

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Linnea Mirsch, Director Community & Human Services

Date: \_\_\_\_\_

Approved as to form and Execution:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

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# City of Duluth, Minnesota

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File #:	23-1009R	Name:	
Type:	Resolution	Status:	Agenda Ready
File created:	12/11/2023	In control:	Finance
On agenda:	12/18/2023	Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY TO EXPEND UP TO \$3,564,600 OF OPIOID SETTLEMENT FUNDS OVER TEN YEARS IN ACCORDANCE WITH THE AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT		
Attachments:	1. <a href="#">Exhibit A</a>		

[History \(0\)](#) [Text](#)

### Title

RESOLUTION AUTHORIZING THE CITY TO EXPEND UP TO \$3,564,600 OF OPIOID SETTLEMENT FUNDS OVER TEN YEARS IN ACCORDANCE WITH THE AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

### Body

#### CITY PROPOSAL:

WHEREAS, the city of Duluth is a participating local government receiving opioid settlement funds through direct distribution from the directing administrator of the Minnesota opioids state settlement;

WHEREAS, the city council authorized the creation of an opioid remediation special revenue fund for the receipt and expenditure of opioid settlement funds via resolution 22-0937R;

WHEREAS, opioid settlement funds can be used for a purpose when the governing body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of opioid settlement funds for that purpose or those purposes during a specified period of time;

WHEREAS, the resolution must indicate that it is an authorization for expenditure of opioid settlement funds; state the specific strategy the city intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and state the amount dedicated to each strategy for a stated period of time;

NOW, THEREFORE, BE IT RESOLVED, that the city council authorizes expenditures of opioid settlement funds in the amount of \$1,249,100 for funding up to nine years of salaries and benefits for an encampment coordinator/needle pickup position. This expenditure aligns with item G from Exhibit A, Prevent Misuse of Opioids.

BE IT FURTHER RESOLVED, that the city council authorizes expenditures of opioid settlement funds in the amount of \$1,277,600 for funding up to ten years of salaries and benefits for Substance Use Response Team (SURT) Project Coordinator. This expenditure aligns with D in Exhibit A, Address the Needs of Criminal Justice-Involved Persons.

BE IT FURTHER RESOLVED, that the city council authorizes expenditures of opioid settlement funds in the amount of \$267,900 for up to ten years of grant match for salaries and benefits of a Victim Services Specialist. This expenditure aligns with item J from Exhibit A, Leadership, Planning and Coordination.

BE IT FURTHER RESOLVED, that the city council authorizes expenditures of opioid settlement funds in the amount of \$70,000 for a vehicle and future replacement vehicle for the Substance Use Response Team Project Coordinator. This expenditure aligns with D in Exhibit A, Address the Needs of Criminal Justice-Involved Persons.

BE IT FURTHER RESOLVED, that the city council authorizes expenditures of opioid settlement funds in the amount of \$100,000 for funding up to ten years of Substance Use Response Team outreach resources and supplies. This expenditure aligns with D in Exhibit A, Address the Needs of Criminal Justice-Involved Persons.

BE IT FURTHER RESOLVED, that the city council authorizes expenditures of opioid settlement funds in the amount of \$300,000 for encampment cleanup funding. This expenditure aligns with item G from Exhibit A, Prevent Misuse of Opioids.

BE IT FURTHER RESOLVED, that the city council authorizes expenditures of opioid settlement funds in the amount of \$300,000 for funding up to ten years of community small grants. This expenditure aligns with item J from Exhibit A, Leadership, Planning and Coordination.

BE IT FURTHER RESOLVED, that the city will distribute opioid settlement funds in the amount up to \$3,564,600 beginning January 1, 2024, and continuing through December 31, 2033, from fund 211-030-5310 to support the funding priorities listed in this resolution.

### Statement of Purpose

STATEMENT OF PURPOSE: This resolution authorizes the expenditure of opioid settlement funds to support the salaries and benefits of an encampment coordinator/needle pickup position, the salaries and benefits of a substance use response team project coordinator, the grant match for salaries and benefits of a victim services specialist, the purchase of a substance use response team vehicle and replacement vehicle, outreach resources and supplies for the substance use response team, encampment cleaning and community small grants.

## **EXHIBIT A**

### **List of Opioid Remediation Uses**

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

#### **PART ONE: TREATMENT**

##### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs<sup>5</sup> or strategies that may include, but are not limited to, those that:<sup>6</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“MOUD”)<sup>7</sup> approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MOUD, as well as counseling, psychiatric support, and other treatment and recovery support services.

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<sup>5</sup> Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

<sup>6</sup> As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

<sup>7</sup> Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“MAT”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“MOUD”). This Exhibit will use “MOUD” going forward. Use of the term MOUD is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service—Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arrainment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);

2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTT*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.**

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome (“NOWS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NOWS babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of NOWS babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with NOWS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

**PART THREE: OTHER STRATEGIES**

**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

**M. POST-MORTEM**

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.



St. Louis County, Minnesota  
**Mental Health Professional**

<b>CLASS CODE</b>	0102	<b>SALARY</b>	\$31.36 - \$47.88 Hourly
<b>ESTABLISHED DATE</b>	June 07, 2009	<b>REVISION DATE</b>	January 23, 2023

#### **Kind of Work**

The salary range reflected above is the normal hiring range for 2025. The full salary range, including longevity pay, is \$31.36 - \$48.84 per hour. This position is part of the [Merit Basic Union Contract](#) represented by Council 5 of AFSCME.

Responsible professional work providing clinical services.

#### **Distinguishing Features of Work**

An employee in this class is responsible for providing mental health services to prevent, diagnose, and treat mental, behavioral and emotional disorders in individuals, families and groups. Duties include conducting individual, family and group counseling and psychotherapy to children and adults; conducting couples counseling; consulting with human service professionals; conducting observations; preparing written reports and making recommendations. The delivery of clinical services may occur in the home of the person receiving services, or in alternative locations. The work is performed under the direction of assigned supervisory staff.

#### **Illustrative Examples of Work**

**(\* indicates tasks which have been designated as essential job functions.)**

- \* 1. Conducts assessments and prepares social histories of individuals and families to identify emotional, social and environmental strengths and problems related to their diagnosis, treatment and/or life situation.
- \* 2. Completes and reviews diagnostic and educational assessment information for adults or children for whom mental health or chronic mental health services have been requested to determine eligibility; interprets programs and policies/regulations; plans appropriate mental health or chronic mental health case management services; and monitors case plans and goals.
- \* 3. Provides individual and/or group counseling services to families; individuals, and groups in therapeutic and crisis situations meeting mutually agreed upon time/session goals.
- \* 4. Coordinates and consults with the individual's medical providers and support service team.
- \* 5. Provides consultation to staff; assists in case management for challenging situations.
- \* 6. Oversees individual treatment plans and individual mental health service delivery, including those requiring licensed credentials.
- \* 7. Provides clinical supervision for staff pursuing clinical licensure, and work direction for social workers and paraprofessionals performing social work functions.

- \* 8. Maintains accurate and timely case records and documentation in accordance with federal, state, local, departmental and professional guidelines.
- \* 9. Demonstrates punctual and reliable attendance in accordance with designated work schedule.
- \*10. Complies with applicable safety rules, laws and practices; uses proper safety equipment and procedures in all operations.
- 11. Performs related duties as assigned.

### **Requirements of Work**

Thorough knowledge of social work principles, best practices and techniques and their application to complex case work group work and community problems.

Considerable knowledge of a wide range of behavior and psychosocial problems and their diagnosis and treatment.

Considerable knowledge of individual and group behavior, family and group dynamics, and a wide range of counseling and intervention techniques.

Knowledge of the causative factors leading to social maladjustment.

Knowledge of the social-economic factors, which promote stable family life and an understanding of the elements, which affect family security.

Knowledge of governmental and private organization, community resources, laws, regulations and policies which govern programs, methods and principles of casework supervision and training.

Skill in operating office equipment including personal computers and associated software programs.

Skill in analyzing complex situations and identifying and implementing needed improvements.

Skill in prioritizing multiple assessments and effectively managing time to accomplish work goals.

Ability to monitor and instruct social workers and interns.

Ability to communicate effectively, both orally and in writing.

Ability to establish and maintain effective working relationships with staff and the public.

Ability to maintain confidentiality, with the understanding that unauthorized access and/or dissemination of data may be prohibited.

### **Minimum Qualifications for Work**

Graduation from an accredited college or university with a Master's degree.

Possession of a current valid license as a Mental Health Professional according to Minnesota Statute.

Possession of a valid driver's license.

### **Work Environment**

These work environment factors are general in nature and may vary depending on the specific position being filled.

**CONSTANT:** Near and midrange vision; Hearing distance up to 20 feet; Works with others; works around others;

Inside. **FREQUENT:** Lift-push/pull while stationary up to 20 pounds; Carry-push/pull while moving about up to 20 pounds; Hearing close proximity (0-5 feet); Grasp; Handle; Maintain posture; Sit; Static neck position; Talk/speak; Customer/public contact; Clients with Behavioral Challenges. **OCCASIONAL:** Move about; Reach; Stand; Taste/Smell; Walk; Works alone; Extended day; Outside and Drive. **RARE:** Carry-push/pull while moving about up to 50 pounds; Balance; Climb stairs; Kneel.