

**SECOND AMENDMENT TO
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 FIRST AMENDMENT is made and entered into by and between the CITY OF DULUTH, a municipal corporation of the County of St. Louis, State of Minnesota, hereinafter referred to as "City", and the CENTER FOR ALCOHOL AND DRUG TREATMENT, a private nonprofit corporation under the laws of the state of Minnesota, hereinafter referred to as "CADT".

WHEREAS, the City is the recipient of an Office of Justice Programs Award from the U.S. Department of Justice, pursuant to which the City is to act as 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), as more fully set forth in an Agreement with CADT dated January 11, 2021 and identified as City Contract #24057 (the "Agreement") and as amended in a First Amendment to Agreement dated February 2, 2022 and identified as City Contract #24057-03; and

WHEREAS, the parties wish to reallocate available grant monies to fund, during year 3 of the grant Award, a Licensed Graduate Social Worker who will work directly with the COSSAP-funded Substance Use Response Team (SURT) to provide supports to clients with co-occurring mental health and substance use disorder and to provide one bed for treatment services within the Pathfinder Unit at CADT; and

WHEREAS, the City and CADT are willing to amend the Agreement as stated below.

THEREFORE, the City and the CADT agree as follows:

In this Amendment to Agreement, the deleted terms will be struck out and the added terms will be underlined.

AMENDMENT 1. Article I – Scope of Professional Services shall be amended as follows:

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). During year three of the grant award period, CADT will also provide a full-time Licensed Graduate Social Worker who will work directly with Peers to provide supports to clients with co-occurring mental health and Substance Use Disorder (SUD). The Social Worker will provide short-term case management for individuals, assist clients with referrals for long-term services, mental/chemical health treatment and will triage referrals daily with other team members. During year three of the grant award period, CADT will also provide one bed for treatment services within their Pathfinder Unit that will be reserved for clients who are identified and referred to them through the SURT.

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.

AMENDMENT 2. Article II-Fees shall be amended as follows:

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 and costs for each year of the award shall not exceed \$98,650.00. Reimbursable fees and costs include the following:

Salaries
Benefits
Reasonable Administrative Costs

In no event shall the total annual fees and costs exceed the sum of \$98,650.00.

It is agreed between the parties that CADT will be paid to provide a full-time (40 hours per week) Licensed Graduate Social Worker during year three of the grant award period. CADT will be paid to provide the Licensed Graduate Social Worker at the rate of \$27.75 per hour together with a base fringe benefit package not to exceed \$10,877.00 and a total sum not to exceed \$51,611.00 for year three of the grant award period. Additionally, CADT will be paid a sum not to exceed \$50,000.00 for year three of the grant award period to provide one bed for treatment services within their Pathfinder Unit, such cost calculation based upon an average of 100 treatment days at \$500.00 per treatment day. The amount paid to CADT under the terms of this Second Amendment shall not exceed the total sum of \$101,611.00.

AMENDMENT 3. Article III – Term of Agreement shall be amended as follows:

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. Notwithstanding the date of execution, the term of this Second Amendment shall commence on July 1, 2023.

Except as amended herein, the terms and conditions of the Agreement and all previous amendments remain in full force and effect.

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

CITY OF DULUTH

**CENTER FOR ALCOHOL & DRUG
TREATMENT**

By: _____
Mayor

By _____

Attest: _____
City Clerk

Its: _____

Date: _____

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney