

**AGREEMENT BETWEEN THE CITY OF DULUTH,
CENTER FOR ALCOHOL AND DRUG TREATMENT,
AND JEFFREY R. MAAHS, PHD
FOR THE FY 2019 COMPREHENSIVE OPIOID ABUSE SITE-BASED
PROGRAM (COAP) AWARD**

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 THE CENTER FOR ALCOHOL AND DRUG TREATMENT, a private non-profit 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. 2019-AR-BX-K045 ("Award"), from the U.S. Department of Justice (Exhibit B), pursuant to which City is to act as fiscal agent for funds to be used for the operation of the City of Duluth 2019 Comprehensive Opioid Abuse Project (hereinafter referred to as "Project"), as further described herein; and

WHEREAS, pursuant to the terms of said Award, the parties will use the funds to address and reduce opioid-related deaths in Southern St. Louis County; and

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

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. CADT will provide a bed for treatment services within their Pathfinder Unit that will be reserved for opioid abuse victims who will be identified and referred to them through the Lake Superior Diversion Program during years one, two, and three of the grant period (10/1/2019 to 9/30/2022).

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. The Researcher will assist the project coordinator with tracking response to overdoses victims. The Researcher will survey individuals who receive training through the Lake Superior Diversion Program in order to assess the effectiveness of the training. The Researcher will support the project coordinator 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 Officer of Justice Program's performance measurement data reporting requirements. The Researcher will address the following research questions:

1. Is the dedicated treatment bed fully utilized through Lake Superior Diversion Program? If not, what barriers are preventing utilization?
2. Is the training and support provided by SAPII meeting the needs of those families and children who are served?
3. How well does the diversion officer integrate into the overall opioid response program? Are there duplication of services? Are there barriers that prevent the diversion officer from connecting with individuals?
4. What do first responders think about the new training on how to deal more effectively with families and children of opioid abuse victims for use in first responder training? Was this information useful? Could the training be improved in any way?

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

ARTICLE II

Fees

It is agreed between the parties that Researcher shall be paid \$52.00 per hour for a total of 140 hours for year 2 of this Project. Researcher's fees for year 2 shall not exceed the sum of Seven Thousand Two Hundred Eighty Dollars (\$7,280.00).

Researcher shall be paid \$52.00 per hour for a total of 140 hours for year 3 of this Project. Researcher's fees for year 3 shall not exceed the sum of Seven Thousand Two Hundred Eighty Dollars (\$7,280.00).

It is agreed between the parties that CADT shall be paid \$500.00 per treatment day for a total of 200 treatment days for year 1 of this Project. CADT's fees for year 1 shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00). CADT shall be paid \$500.00 per treatment day for a total of 200 treatment days for year 2 of this Project. CADT's fees for year 2 shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00). CADT shall be paid \$500.00 per treatment day for a total of 200 treatment days for year 3 of this Project. CADT's fees for year 3 shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

Researcher's fees and CADT's fees will be payable from Fund Number 215-200-2229-5319 (Duluth Police Grant Programs, Police, 2019 Opioid Abuse Program, Other Professional Services). All bills for service shall be submitted quarterly to City of Duluth Police Department Budget & Grant Analyst for obtaining authorizing signature(s) and forwarding to City of Duluth Auditor.

Researcher's fees and CADT's fees will be paid under the terms of the Award in the amounts set forth in the Budget (Exhibit A). In the event of any conflict between the terms of the Budget and this Agreement, the terms and conditions of the Budget shall be deemed to be controlling.

ARTICLE III

Assignability

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

ARTICLE IV

Term

The Term of this Agreement shall run concurrently with the Budget Period set forth in the Award and shall run through September 30, 2022. Researcher's and CADT's performance under this Agreement shall commence October 1, 2019, notwithstanding the date of execution of this Agreement.

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. Researcher and CADT 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 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 Researcher and CADT receiving notice thereof.

ARTICLE VI

Standard of Performance

Researcher and CADT agree 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 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 VIII

Data and Confidentiality

- a. The City agrees that it will make available all pertinent information, data and records under its control for Researcher and CADT to use in the performance of this Agreement, or to assist Researcher and CADT wherever possible to obtain such records, data and information.
- b. 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 Researcher or CADT without prior authorization from the City.
- c. 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 Researcher.

ARTICLE IX

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 any party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. None of the parties 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 the parties and their employees while so engaged and any and all claims whatsoever on behalf of any party arising out of employment or alleged employment, including without limitation, claims of discrimination against any party, its officers, agents, contractors or employees shall in no way be the responsibility of any other party. None of the parties 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 any other party.

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 the parties not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of any 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

Civil Rights Assurances

Researcher and CADT and their respective 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 XII

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 XIII

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:

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

CDAT: The Center for Alcohol and Drug Treatment
Pathfinder Unit
1402 East Superior Street
Duluth, MN 55805

City: Chief of Police
City of Duluth
2030 N. Arlington Avenue

Duluth, MN 55811

ARTICLE XIV

Waiver

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

ARTICLE XV

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 XVI

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 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.

Remainder of this page intentionally left blank. Signature page to follow.

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

CITY OF DULUTH a Minnesota municipal corporation

JEFFREY R. MAAHS, PhD
Researcher

By: _____
Its Mayor

Date: _____

Date: _____

Attest: _____
City Clerk

CENTER FOR ALCOHOL AND DRUG TREATMENT, a private non-profit corporation

Date: _____

By: _____

Countersigned:

Its: _____

Date: _____

City Auditor

Date: _____

Approved as to form:

City Attorney

Date: _____