

DOCUMENT A

**FIRST AMENDMENT TO
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 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", and Jeffrey R. Maahs, PhD, hereinafter referred to as "Researcher".

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 2019 Comprehensive Opioid Abuse Program (COAP), as more fully set forth in an Agreement with CADT dated November 20, 2019 and identified as City Contract #23809 (the "Agreement"); and

WHEREAS, the City has identified a need to increase the bed capacity at CADT for the time period July 1, 2022 through September 30, 2022 and unobligated grant funds are available for this purpose; and

WHEREAS, CADT is willing to provide additional bed capacity that meets the terms of the grant award; 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:

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

DOCUMENT A

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). In addition, from July 1, 2022 through September 30, 2022, CADT will provide a second 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. CADT shall be paid for this second bed in accordance with Article II.

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

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 bed one for year 3 of this Project. CADT's fees for year 3 for bed one shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00). In addition, CADT shall be paid \$500.00 per treatment day for a total of 50 treatment days for bed two during year 3 between the dates of July 1, 2022 and September 30, 2022. CADT's fees for bed two shall not exceed the sum of Twenty-five Thousand Dollars (\$25,000.000). In no event shall the total combined fees for year 3 exceed the sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00).

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

DOCUMENT A

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

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

**CENTER FOR ALCOHOL & DRUG
TREATMENT**

By _____

Its: _____

Dated: _____

JEFFREY R. MAAHS, PhD
Researcher

Date: _____