K22-045

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
ODYSSEY HOUSE LOUISIANA
FOR SOBERING CENTER

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**" or "**Contract**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Odyssey House Louisiana, represented by Ed Carlson ("**OHL**"). The City and the OHL may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, OHL is a non-profit corporation which principal address is located at 1125 N. Tonti, New Orleans, LA 70119.

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City and OHL desire to accomplish a valuable public purpose to serve a safe location for intoxicated persons to be brought to recover to a sober state (the "**Sobering Center**"). The Sobering Center is an alternative to jail or emergency departments for persons who meet admission criteria;

WHEREAS, OHL will operate a 25-bed Sobering Center to serve as a drop-off spot for first responders who encounter persons in need of a safe place to transition from intoxication to sobriety; and

WHEREAS, the City will fund the Sobering Center's operations, and provide operational and budgetary oversight.

NOW THEREFORE, the City and OHL, each having the authority to do so, agree as follows:

ARTICLE I – OHL'S OBLIGATIONS

A. Provide a facility to be used for the Sobering Center, which shall be equipped, staffed, and operational as of June 15, 2022, through December 31, 2022, and subject to the following requirements:

1. Open 24 hours per day for seven days a week;
2. Accessible to any individual at least 18 years of age;
3. Comply with the Americans with Disabilities Act (28 C.F.R. Part 36);
4. Have a confidential area that will be used for evaluations, triage, and discussing any referral/linkage options for substance abuse services;
5. Have metal-detector wands that will be used on all clients upon arrival to the facility;
6. Have laundry services;
7. Have lockers, mats, low-beds, recliners, and/or cots; and
8. Provide complimentary snacks and water.

B. Ensure sufficient staff for the Sobering Center of the following types:

1. Program Manager – Responsible for oversight of daily operations and quality assurance; will supervise the Outreach Coordinator and be ultimately responsible for all data collection, management, and analysis. They will also oversee the hiring process, budget assessment, and other vital program components. 100% of the Program Manager's time will be dedicated to the Sobering Center.

2. Outreach Coordinator – will oversee the Sobering Center Outreach operations, monitoring calls from referral sources and the community-at-large to determine where Outreach efforts are most needed. The Outreach Coordinator will deploy the Sobering Center Outreach Team to appropriate sites around the city to pick up/ transfer potential clients and will monitor the Sobering Center Outreach in transit. 100% of the Outreach Coordinator's time will be dedicated to the Sobering Center.

3. Behavioral Health Technicians (BHT) – will conduct intake and discharge, oversee patients' charts, assist patients as needed and provide patient follow-up. BHTs will also operate the Sober Outreach. 100% of the BHTs' time will be dedicated to the Sobering Center.

4. OHL shall begin recruitment and hiring staff no later than April/May of 2022 with a priority to identify and hire supervisory personnel first and with front line staff to begin employment on June 1, 2022 in preparation for service delivery and the facility opening on June 15, 2022. Staff shall be trained in accordance with the Sobering Center Staff Training protocols (Attached as Exhibit "A").

C. Adhere to the Sobering Center Protocols, updated 12/2021, which are attached, marked as Exhibit *A*, and incorporated into this Agreement.

1. These protocols shall be reviewed annually and updated as necessary.

D. To the extent not included in the Sobering Center Protocols addressed in Section C of this article, Contractor must develop policies that:

1. Address intake, discharge, referrals, follow up, security, quality improvement/assurance, de-escalation techniques, first aid and emergency medical protocols; compliance with federal privacy laws, and referrals;

2. Utilize an admission policy and inclusion and exclusion criteria in line with the New Orleans Emergency Medical Services ("NOEMS") policy for transfer of clients to the sobering center;

3. Include an "Exclusion List" of clients who pose a risk to themselves or others while sobering; and

4. Ensure compliance with all relevant federal and state laws and regulations;

5. With regard to the COVID-19 pandemic or any future virus outbreaks, provide an environment for staff and guests that complies with safety guidelines set forth by federal, state, and municipal public health authorities.

E. Provide treatment and referrals for all clients in the sobering center:

1. Client evaluations will be done using Hack's Impairment Index to determine level of intoxication during client stays and prior to discharge;

2. Staff will contact NOEMS or NOPD via 911 to transfer any clients deemed not eligible to stay at the sobering center;

3. OHL will provide interpreter services for clients of the sobering center;

4. All staff will be trained to recognize potential medical emergencies and to react accordingly;

5. Staff will monitor clients for approximately four to eight hours and be able to visualize clients constantly throughout their stay;

6. Staff will assess clients at least every 60 minutes to ensure there are no abnormalities or need to refer clients to an emergency department;

7. Staff will further evaluate clients staying over 8 hours to determine if a referral to an emergency department is necessary;

8. Staff will call 911 for clients attempting to leave, but are deemed incapable of making an informed choice; and

9. All clients will be offered printed information on substance use disorder treatment and recovery services.

F. Conduct street outreach:

1. Provide a vehicle to conduct street outreach to persons who may need the Sobering Center's services.
2. Staff said vehicle with at least two persons at all times.
3. Respond to requests for services from first responders, citizens, and local businesses.

G. Undertake fundraising efforts and apply for grants to secure additional funding to continue sobering center operations. OHL will provide a monthly report to the City outlining all fundraising efforts, including the amount collected for operations of the sobering center.

H. *Communications with Media and Other Third Parties*.

1. OHL will immediately notify the City of any requests from Media or any other third party regarding the operations of the sobering center or its management.

2. OHL will direct any information requests from the media to the City.

I. Comply with Reporting Requirements, as detailed below in Article III.

ARTICLE II - THE CITY'S OBLIGATIONS

***Administration*.** The City will:

A. Administer this Agreement through the New Orleans Health Department ("**NOHD**");

B. Provide OHL with any documents deemed necessary for the its performance of any work required under this Agreement;

C. Provide access to City personnel to discuss the required services during normal working hours, as requested by OHL ; and

D. Contact OHL prior to referring an individual to the sobering center.

E. Assist OHL in applying for grants to fund the sobering center.

ARTICLE III – REPORTING REQUIREMENTS

A. OHL will provide monthly reports, through their Program Manager, of the following:

1. Percentage of clients who are transported from the sobering center directly into an OHL detoxification facility and percentage of those individuals who transition from detoxification into rehabilitation;

2. Percentage of clients who visit more than five times in a 30 day period;

3. Percentage of clients self-identifying or otherwise identified as homeless;

4. Number of individuals brought in by New Orleans Police Department ("NOPD") or NOEMS;

5. Number of individuals who are transported out of the Sobering Center by NOPD or NOEMS to an Emergency Department, correctional facility, or other institution.

6. Number of times that NOPD and/or NOEMS were called to the sobering center, why they were called , and what the disposition was (ED trip, jail, resolved at scene, etc.)

7. Outreach encounters—refusals, calls to 911, NOEMS and/or NOPD, those brought to sobering center, those brought to detox, etc.

B. OHL's Program Manager will conduct quarterly roundtables that include NOEMS, NOPD, and the NOHD for review of the sobering center's performance.

C. OHL's Program Manager will conduct regular sessions that include relevant community service providers to coordinate social services for frequent utilizers and/or high-need sobering center clients.

D. OHL shall conduct semi-annual quality improvement reviews to learn what barriers or processes are too overwhelming for clients, why clients are refusing/accepting sobering center placement, what circumstances are leading to first responder calls to the center, how staff are viewed by clients, etc.

ARTICLE IV – FUNDING

A. ***Maximum Amount.*** The maximum amount funded by the City under this Agreement is $675,000.00.

B. ***Funds from OHL.*** The OHL agrees to use its best efforts to raise funds from other sources to assist in the operation of the Sobering Center. Any funds collected by the Sobering Center shall be used before invoicing the City for reimbursement of costs.

C. ***Payment Procedures.*** OHL shall submit a monthly invoice of costs incurred in providing the services herein. The City shall process and pay such invoice in accordance with the City's standard cost reimbursement policies and procedures up to the Maximum Amount during the term of this Agreement.

a. Invoiced amounts must align with the costs set forth in the Budget Narrative, attached here, marked as Exhibit *B*, and incorporated into the Agreement. Any variation of more than 10% per line item must be approved by the City.

ARTICLE IV - DURATION AND TERMINATION

A. ***Term.*** The term of this agreement shall be from the Effective Date through December 31, 2022.

B. ***Extension.*** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. ***Termination for Convenience.*** The City may terminate this Agreement at any time during the term of the Agreement by giving OHL written notice of the termination at least 30 calendar days before the intended date of termination.

D. ***Termination for Cause.*** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. *Termination for Non-Appropriation*. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE V - INDEMNITY

***A. In General*.** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

***B. Limitation*.** The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

***C. Independent Duty*.** The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

***D. Expenses*.** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VI – INSURANCE

A. ***In general*.** Except as otherwise noted, at all times during this Contract or the performance of work required by this Contract, the Contractor will maintain the following minimum insurance requirements, in full force and effect for the duration of the work, under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's obligations and/or scope of work under the Contract.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Minimum Requirements.

1. Workers' Compensation & Employers Liability

a. Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000.

2. Commercial General Liability

a. Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations and any other type of liability for which this Contract applies with limits of liability of not less than $2,000,000 each occurrence / $4,000,000 policy aggregate.

3. Automobile Liability

a. Insurance with a combined single limit of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

4. Professional (Errors & Omission) Liability

As professional services are required under the contract, insurance appropriate to the Contractors profession with limits of liability of not less than $1,000,000 per occurrence or claim / $2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

5. Crime Insurance

To include but not limited to employee dishonesty/theft, theft of client property, computer crime, misappropriation of funds, forgery, or alteration with limits of not less than $100,000 (Single Loss).

6. General Provision and Requirements

a. Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

b. The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the

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Contractors obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Contractor's limits of liability that arise from the performance of work under the Contract.

Certificates of Insurance Additional Insured Status:

i. *The Contractor and all Subcontractors (where applicable) will provide, and maintain* a current Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this Contract.

ii. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

iii. Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Subcontractors' liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

iv. The Additional Insured box shall be marked "Y" or Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers and Liability.

C. ***Other Requirements.***

1. Primary Coverage: For any claims, liability, demands and/or suits related to this contract or Contractors performance and furnishing or the work, whether it is performed by the Contractor, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage. At no time shall the Contractor allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.

2. The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

3. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the Contract or the beginning of work. If the coverage is canceled or non-

renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Contract.

4. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Contract.

5. Notice of Cancellation: Each insurance policy shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.

6. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

7. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements, the City shall notify the Contractor in writing within thirty (30) days after receipt of the Certificates. The Contractor shall provide a written response to the objection within ten (10) days from the date of the notice.

8. Upon failure of the Contractor or their sub-contractor to purchase, furnish, deliver or maintain such insurance as provided herein, the Contract, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the Contractor concerning indemnification.

9. Notice: The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

D. *Miscellaneous*. Without notice from the City, the Contractor will:

i. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Contract.

ii. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Contract is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Contract.

E. *Special Risks or Circumstances*.

1. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE VII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of OHL according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If OHL fails to perform according to the Agreement, the City will notify OHL. If there is a continued lack of performance after notification, the City may declare OHL in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII – LIVING WAGES

A. *Definitions.* Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. *Compliance.* To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. ***Living Wage.*** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. $11.19 per hour for any work performed on or before December 31, 2021;
2. $13.25 per hour for any work performed on or before December 31, 2022;
3. $15.00 per hour for any work performed on or before December 31, 2023; and

4. $15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. *Adjusted Living Wage.* In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IX - NON-DISCRIMINATION

A. ***Equal Employment Opportunity.*** In all hiring or employment made possible by, or resulting from this Agreement, OHL (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. ***Non-Discrimination.*** In the performance of this Agreement, OHL will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with OHL in any of OHL's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. OHL agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. ***Incorporation into Subcontracts.*** OHL will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. ***Termination for Breach.*** The City may terminate this Agreement for cause if OHL fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE X - INDEPENDENT CONTRACTOR

A. ***Independent Contractor Status.*** OHL is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. ***Exclusion of Worker's Compensation Coverage.*** The City will not be liable to OHL, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by OHL will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. OHL, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither OHL nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) OHL has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by OHL are outside the normal course and scope of the City's usual business; and (c) OHL has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. OHL, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XI- FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
   a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly

due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XII - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

New Orleans Health Department
1300 Perdido St, Suite 8e18
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Contractor:

Edward C. Carlson, CEO
OHL
1125 N. Tonti Street
New Orleans, Louisiana 70119
504-821-9211, ext. 7811
ecarlson@ohlinc.org

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XIII - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of OHL interest in it are not assignable or transferable without the City's prior written consent.

C. Audit and Other Oversight. OHL will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires OHL to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, OHL agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Compliance with City's Hiring Requirements – Ban the Box.

1. OHL agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, OHL must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.

2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide OHL notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, OHL remains noncompliant, the City may move to suspend payments to OHL, void the Agreement, or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.

4. OHL will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-contractor to comply with those provisions.

F. Conflicting Employment. To ensure that OHL efforts do not conflict with the City's interests, and in recognition of OHL obligations to the City, OHL will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. OHL will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on OHL performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

G. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City **or OHL** on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

H. Convicted Felon Statement. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

I. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

J. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

K. Exhibits. The following exhibits will be and are incorporated into this Agreement:

[Exhibit *A*: Sobering Center Protocols and Exhibit *B*: Budget Narrative].

L. Jurisdiction. OHL consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of OHL.

M. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

N. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

O. Non-Exclusivity. This Agreement is non-exclusive and OHL may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

P. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

Q. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

R. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; Exhibit A; and Exhibit B.

S. Ownership Interest Disclosure. OHL will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in OHL and stating that no other person holds an ownership interest in OHL via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If OHL fails to submit the required affidavit, the City may, after 30 days' written notice to OHL, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

T. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by OHL in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding OHL personnel and administrative records and any tools, systems, and information used by OHL to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without OHL's consent and for no additional consideration to OHL.

U. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of OHL, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to OHL pursuant to this Agreement without regard to OHL otherwise satisfactory performance of the Agreement.

V. ***Prohibition on Political Activity.*** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

W. ***Remedies Cumulative.*** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

X. ***Restrictions on Subleases.*** OHL may not enter into any sublease without the prior approval of the Council of the City of New Orleans.

Y. ***Severability.*** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

Z. ***Survival of Certain Provisions.*** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

AA. ***Terms Binding.*** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and OHL, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: ______________________________
LATOYA CANTRELL, MAYOR

Executed on this 26th **of** April **, 2022**

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________________

Printed Name: Andrew Gregorian

ODYSSEY HOUSE LOUISIANA

BY: ______________________________
ED CARLSON, EXECUTIVE DIRECTOR

[redacted]
FEDERAL TAX I.D.

[EXHIBITS A & B ATTACHED SEPARATELY]

ODYSSEY HOUSE LOUISIANA

SOBERING CENTER

Revised 10/2021

SC Updated Protocols

1. Outreach Pickup: Under its new Sober Outreach, OHL will be picking up potential clients with alcohol and various substance intoxication displayed publicly in the metro community. We will be taking referrals from community members, NOPD, EMS, etc. These outside entities will also be abreast of emergent phone calls coming from the Sobering Center staff members for rapid response related to critical care and removal of guest to a higher level of care if/when necessary
2. When Outreach staff should call EMS/911 immediately and not transport: Potential clients who are unresponsive to verbal or physical stimuli, labored breathing coupled with unresponsiveness, visible injury such as bleeding from the cranial area indicating some sort of head injury, major cuts/abrasions causing profuse bleeding, inadequate chest rise/fall.
3. When Sobering Center staff should call EMS/911 immediately for onsite clients: Clients who are unresponsive to verbal or physical stimuli, labored breathing coupled with unresponsiveness, guests who may experience a fall that leads to major head or body injury.
4. Vital Signs will be taken by Behavioral Health Technicians following the Vital Signs Matrix . Breathalyzer testing will be administered but not used as a sole basis of admittance as alcohol level depends on the tolerance of the individual. Some may show a high Blood Alcohol Level (BAL), but function normally; some may have a low BAL but cannot function. Past Medical History (PMx), medication(s), impairment index, gross motor, speech and cognition, fine motor coordination, tracing, nystagmus, or finger to target will not be necessary to perform or record.
5. Clients are anticipated to stay for 4-8 hours, depending on severity of intoxication or guest wanting to self discharge (d/c).
6. Operations will be open 24 hours.

Expectations for Outreach Team:

- Sobering Center Behavioral Heath Technicians (BHTs) will perform outreach various areas of the community with high rates of homelessness, drug activity, tourism, etc. Staff will conduct field assessments on potential sobering center clients and offer immediate transportation to the Sobering Center. Staff will always wear N95 masks and practice COVID safety precautions as best as possible.
- Staff will assess potential clients by 1. Recognizing if a potential client is coherent enough to be taken into the center. If they cannot respond to any questions asked or are non- responsive to verbal or physical stimuli, call EMS immediately. 2. If they are responsive to verbal stimuli, BHT would need to recognize if they are Awake, Alert and Oriented. Examples of this would be asking their name, asking if they know where they are, birthdate, today's date, etc.
- Note: Potential clients identified by the Outreach staff will also be given the option to bypass the Sobering Center and transition directly into OHL's Medically Supported Detox if they are amenable to treatment and medically-eligible. OHL is working on protocols for 24-hour admission at its Detox.
- If the potential client is coherent enough and able to make decisions, offer shelter/placement at our Sobering Center with explanation of what they would expect while being housed.
- If client agrees to placement, ask if they have any weapons on them or any paraphernalia that can stick or puncture staff if physical help is needed.
- If client does not agree to placement at the Sobering Center, explain the possible need to call NOPD or EMS for safety reasons as the alternative. Explain to them this is a safer way for them as opposed to the hospital acquiring unnecessary hospital bills or jail acquiring an unnecessary arrest record.
- Help clients into OHL van then begin route to Sobering Center.
- Once arrived at center, give quick sendoff report to Sobering Center staff for incoming client arriving and go back out into the community for recruitment.
- Do not take any client that is combative or physically/verbally intimidating.
- If staff feels threatened, call 911 immediately.

Intake Process:

- Once client arrives, intake assessment immediately begins. COVID precaution questions should be asked first (i.e. have you been around anyone with COVID, tested positive, temp check, etc.) Ask for their name, DOB, DOC or what they took or drank before arriving, emergency contact (if agreeable), allergies, etc. Time of arrival and departure should be recorded.
- These questions should be on one sheet of paper for each intake.
- Rough draft of Intake Sheet will be created if/when needed
- If using EMR, input responses.
- Rounding every 15-30 minutes on each guest checking for consciousness, breathing, responses to verbal/physical stimuli, adequate sleeping positioning to avoid aspiration, and documenting.
- Offer Gatorade or electrolyte water to help sober up, offer small snacks (no peanuts).
- Clients may self discharge at anytime but should sign some sort of release. Before leaving, ask how they feel, do they have a ride or means of getting to somewhere safe. Offer OHL Treatment if applicable. Give client OHL pamphlet listing our resources for reference before departure.

Outreach and BHT Staff Qualifications:

- CPR Certification, if none, offer class or require prior to hire date
- Naloxone training (will be provided if needed)
- Some medical experience in hospital, nursing home, and/or psych facility w/o necessary medical licensure. (These candidates will be better suited for recognizing medical emergencies, assessments for potential guests and/or will be easily trainable) (Medical Assistant preferred)
- COVID-19 precaution knowledge, training can be offered

Medical Oversight:

- BHT's will be trained in all Sobering Center protocols and requirements, including intake procedures, vital sign matrix and social-model detox monitoring, by an OHL staff LPN. This nurse will have 2+ years of experience in detox protocols, substance use disorders, mental health, and general nursing care.
- General oversight will be provided by OHL's Nursing Director and/or Chief Medical Officer. Weekly monitoring drop-ins to ensure facility protocols are being met and to resolve any issues that may occur. The Nursing Director and/or CMO will be available to contact if/when any medical concerns arise that are undeterminable by present staff. They will also ensure proper documentation is being carried out, pull charts, and to give real-time feedback and coaching if necessary.

Vital Sign Matrix:

	Call 911	Pay close attention*	Okay	Pay close attention*	Call 911
Pulse	less than 48	49-59	60-100	101-120	121+
Temperature	less than 95	95.1-96.7	96.8-99.0	99.1-100.3	100.4+
Systolic BP	less than 80	81-99	100-180	181-199	200+
Diastolic BP	less than 40	41-60	61-89	90-114	115+
Respiration	less than 8	9-11	12-18	19-29	30+

SOBERING CENTER- BUDGET NARRATIVE

A. Personnel

Position	6-Month Salary /Rate	Level of Effort	Total Salary Charged
(1) Program Manager	$41,800	100%	$41,800
(2) Outreach Coordinator	$27,500	100%	$27,500
(3) 19 BHTs	$16,042	100%	$304,809
(4) COO	$88,000	5%	$4,400
(5) Executive Assistant	$23,650	5%	$1,183
(5) Program Director	$49,500	10%	$4,950
(6) Administrative Assistant	$29,744	25%	$3,718
TOTAL:			**$388,360**

Justification for Personnel

1. The **Program Manager** will supervise the **Outreach Coordinator** and be ultimately responsible for all data collection, management, and analysis. They will also oversee the hiring process, budget assessment, and other vital program components. 100% of the Program Manager's time will be dedicated to the Sobering Center.

2. The **Outreach Coordinator** will coordinate the day-to-day program operations, oversee the Sobering Outreach operations, and supervise the **Behavioral Health Technicians (BHT)**. 100% of the Program Coordinator's time will be dedicated to the Sobering Center.

3. The **Behavioral Health Technicians (BHT)** conduct intake and discharge, oversee patients' charts, assist patients as needed and provide the patient follow-up. BHTs will also operate the Sober Outreach. 100% of the Program Coordinator's time will be dedicated to the Sobering Center.

4. The **COO** provides guidance and leadership through management via organizational reporting and monitoring, ensuring agency policies and procedures are enforced, and working with the Chief Executive Officer. 5% of the COO's time will be dedicated to the Sobering Center.

5. The **Executive Assistant** assists with operational administrative task as they relate to the COO's duties. 5% of the COO's time will be dedicated to the Sobering Center.

6. The **Program Director** directly oversees the Program Manager and oversees all activities regarding service delivery, quality improvement, and financial administration. 10% of the Program Director's time will be dedicated to the Sobering Center.

7. The **Administrative Assistant** assists with general office management, perform clerical functions, and arrange, manage, and distribute purchases for the program. 25% of the Administrative Assistant's time will be dedicated to the Sobering Center.

B. Fringe Benefits

Component	**Rate**	
FICA	7.650%	$29,710
SUI	3.260%	$2,692
Health	$420/month/employee	$35,280
Dental	$25/month/employee	$3,218
Vision		$6
LTD, STD, AD&D, Life	0.290%	$1,126
Workers' Compensation	2.070%	$8,039
Retirement	6.000%	$1,855
TOTAL:		**$81,925**

1. Fringe Benefits are calculated on OHL's standard rates for all employees.

C. Travel

Purpose	**Destination**	**Item**	**Rate Calculation**	**Travel Cost Charged**
(1) Local travel	New Orleans	2,000 miles	$0.51/mile	$435
TOTAL:				**$435**

1. OHL anticipates that the Project Director and Project Coordinator will need to travel to various program activities as needed. This mileage rate is based on OHL's standard local travel mileage policy.

D. Equipment

OHL is not requesting any large equipment.

E. Supplies

Item	Cost
(1) Supplies & Other	$9,525
(2) Kitchen Food & Supplies	$10,000
TOTAL:	**$19,525**

1. General office supplies are calculated based on actual past project rates and are consistent with the first agreed upon budget from prior operations. These supplies are necessary for the day-to-day operations of the project. Consumable office supplies include copy paper, desk organizational tools, legal notepads,pens and pencils, desk lamps, binders, file folders, etc.
2. Kitchen and food supplies are calculated based on actual past project rates and are consistent with the first agreed upon budget from prior operations. Snacks and drinks are provided to all program clients for the duration of their stay.

F. Contract

Item	Cost
(1) Security	$0
(2) Physician/Therapist Fees	$19,500
TOTAL:	**$19,500**

1. It was agreed that contracted security would be removed from the budget.
2. As the Sobering Center is moving to a Social Detox model and OHL will no longer have on-site medical care, the Physician/Therapist fees are the estimated for consultation with OHL's Chief Medical Officer and/or any other medical or behavioral health specialists that may be consulted on an as-needed basis.

G. Construction

OHL is not requesting any construction costs.

H. Other

Item	Cost
(1) Telephone	$5,960
(2) Utilities Expense (Electricity)	$6,766
(3) Utilities (Sewage and Water)	$1,666
(4) Pest Control	$1,700
(5) Waste Disposal (Medical Waste)	$1,700
(6) Copier Leasing and Printing	$4,500
(7) Insurance	$24,300

(8) Marketing and Public Relations	$800
(9) Building Repairs & Maintenance	$12,500
(10) Staff Training and Other	$8,000
(11) Licenses, Fees, Misc	$6,000
(12) Laptop/Computer	$5,000
(13) Vehicle Fuel & Maintenance	$25,000
TOTAL:	**$103,892**

1. Telephone costs are based on actual past costs and are consistent with the prior contract terms. OHL did add an additional line for the Sobering Outreach (driver).
2. Electricity costs are based on actual past costs and are consistent with the prior contract terms.
3. Sewage and water costs are based on actual past costs and are consistent with the prior contract terms.
4. Pest control costs are based on actual past costs and are consistent with the prior contract terms.
5. Medical waste disposal costs are based on actual past costs and are consistent with the prior contract terms.
6. Copier leasing and printing costs are based on actual past costs and are consistent with the prior contract terms.
7. Insurance costs are based on actual past costs and are consistent with the prior contract terms. Property, malpractice, general, liability, flood, umbrella, and auto insurance coverage are part of OHL's overall linsurance package.
8. Marketing costs are based on actual past costs and are consistent with the prior contract terms.
9. Building repairs and maintenance costs are based on actual past costs and reflect the current condition of the building and necessary upkeep.
10. Staff training and other costs are based on actual past costs and are consistent with the prior contract terms. This includes meals for staff trainings; staff fingerprinting; drug testing, TB testing, chest X-ray & other required onboarding screening; and staff recruitment and screening costs.
11. Licenses, fees and miscellaneous costs are based on actual past costs and are consistent with the prior contract terms.
12. Laptop/computer expense is based on computer expenses due to the additional BHTs in the staffing pattern.
13. Vehicle fuel and maintenance is based on the cost associated with operating the Sober Outreach. An Agency van will transport clients to the facility for sobering, as well as to other OHL facilities (Detox, Short Term Treatment) as necessary.

I. Indirect

OHL has a current negotiated Indirect Cost Rate of 13.00%; however, to allocate the most resources possible to direct client care and services, OHL will lower its indirect cost rate to 10% of direct costs for this project. The indirect covers administrative and fiscal overhead not included as a line item; this is largely used to cover related Finance Department costs, including our CFO and accounting staff time on this project, which are not dedicated as a line item under

Personnel. It also covers other miscellaneous administration time and efforts related to this grant such as Human Resources onboarding and staffing-related expenses.

Calculation	Indirect Cost Charged
10% of direct costs	$61,364
TOTAL INDIRECT CHARGES	**$61,364**