

CLEVELAND COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

SERVICE AGREEMENT FOR COUNTY COMMUNITY SAFETY INVESTMENT

CONTRACT made as of the _____ day of _____, 2026

BETWEEN the **COUNTY:** The Board of County Commissioners of the
County of Cleveland
201 South Jones
Norman, Oklahoma 73069

Contact Person: Bailey Breen
Telephone Number: 405-366-0200

and the **VENDOR:** Thunderbird Clubhouse
Address: 1251 Triad Village Drive
Norman, OK 73071

Contact Person: Linn Blohm
Telephone Number: 405-321-7331
Email: lblohm@thunderbirdclubhouse.org

for the following maintenance or services:

Expanded education, employment, and housing opportunities through clubhouse services.

This contract has been examined and approved as to legality by the District Attorney, Cleveland County.

Assistant District Attorney

Date

THE COUNTY AND THE CONTRACTOR AGREE AS SET FORTH BELOW.

ARTICLE 1
SERVICES

1. Thunderbird Clubhouse will provide social support services through two Staff Generalists to work with individuals with mental illness.
2. Other Performance Requirements
 - a. Contractor agrees to possess and demonstrate compliance with all contracts, licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to any contract by the Oklahoma Department of Mental Health and Substance Abuse Services. Loss of required contract, certification, permit, or license by the Contractor shall automatically terminate this contract. All persons providing treatment or related treatment services that are lawfully required to perform those services under this contract shall be documented as licensed, certified, and otherwise trained as outlined in this contract, or under supervision prior to performing treatment services and prevention activities.
 - b. The Contractor shall not reassign this contract, or any part thereof, or engage in any subcontract to provide the services herein without prior written approval of the County. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency.
 - c. In the performance of all services rendered under this contract, the Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties.
 - d. Contractor assures that neither the Contractor nor anyone subject to the contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the County any money or other thing of value, either directly or indirectly, in procuring this contract herein.
 - e. Contractor shall not solicit participants through gratuitous offerings, incentives, gifts, or other offerings for any service provided by the Contractor; nor shall the Contractor allow any other provider to solicit participants of the Contractor through gratuitous offerings, incentives, gifts, or other offerings. The Contractor shall not use any coercion, duress, force, or similar action, real or threatened, against any participant for the purpose of soliciting participants or for the purpose of hindering or obstructing any investigation conducted by the Department of Mental Health and Substance Abuse Services, any other governmental agency, or advocacy group.
 - f. Contractor will seek Title XIX reimbursement from the Oklahoma Health Care Authority for eligible services rendered. Contractor will in good faith also seek reimbursement from Title XVIII (Medicare Parts A&B) or any other third party source. Thunderbird Clubhouse will not seek reimbursement for any service that is compensated by any other party or

source.

ARTICLE 2 INSURANCE/LIABILITY

The Contractor agrees to maintain liability and Workers' Compensation insurance to cover the acts of Vendor and his employees or agents regarding any services rendered pursuant to this contract. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act. The Contractor agrees to indemnify and hold harmless the County for any negligent acts of Vendor in the performance of this Contract.

ARTICLE 3 TERM OF CONTRACT AND RENEWAL

This contract shall commence on the date last signed by the parties and terminate on June 30, 2027. Contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the County until the contract is effective. The contract is renewable for an additional fiscal year upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that either party may terminate this contract at any time before the end of the fiscal year for any reason after giving the other party sixty (60) day written notice of termination. It is further agreed the County may terminate this Contract immediately if the Contractor fails to provide services in accordance with this contract or in any way breaches any of the provisions of the Contract. Prior to termination for failure to provide services set forth in this contract, County shall provide Contractor written notice of the deficiency. Contractor will then have ten (10) business days in which to cure the deficiency prior to termination of this contract.

ARTICLE 4 CONTRACT AMOUNT

In accordance with the terms of this contract, the County will pay the Contractor an amount not to exceed one hundred fifty-nine thousand, eight hundred and thirty-five dollars and seventy five cents (\$159,835.75) per fiscal year unless amended in writing an approved by Contractor and the County, payable to the Contractor as set forth below.

County shall only pay upon quarterly receipt of an invoice for services, which shall be submitted to the County not more than thirty (30) days from the day services were last rendered during the invoice quarter. Invoices shall be submitted to Cleveland County, c/o Bailey Breen, Cleveland County Deputy Director of Operations & Grant Management at bbreen@ClevelandCountyOK.com. County agrees to make payment to Contractor within forty-five (45) days of receipt of a proper invoice.

Contractors are encouraged to develop additional funding streams. Contractors must identify alternative coverage and bill such sources including Medicaid. Failure to bill third parties may result in an overpayment or termination of the provider contract. This contract is not meant to supplant current payment resources.

ARTICLE 5 NOTICES

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notices shall be sent to the County at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the County:

Cleveland County Board of County Commissioners
201 S. Jones
Norman, OK 73069

With a copy, which shall not constitute notice, to:

District Attorney's Office, Civil Division
201 S. Jones, Suite 300
Norman, OK 73069

If sent to the Contractor:

Linn Blohm
Thunderbird Clubhouse
1251 Triad Village Drive
Norman, OK 73071

ARTICLE 6 PURCHASE ORDER

This contract is null and void unless the amount of the contract has been encumbered by the Cleveland County Clerk. Upon approval of this contract a Purchase Order Number will be issued by Cleveland County as set out below.

ARTICLE 7
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S. §1500 et. seq., 19 O.S. §1, 19 O.S. §339, 43A O.S. §2-312.1 et. seq., and 74 O.S. §85.44D.1. This contract is awarded under solicitation #4520011467 with the Oklahoma Department of Mental Health and Substance Abuse Services. Thunderbird Clubhouse was the named provider in the award pursuant to solicitation #4520011467; therefore, Thunderbird Clubhouse is the only provider able to provide the services set forth in this contract.

APPROVED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
CLEVELAND COUNTY, OKLAHOMA

Chairman _____

Commissioner _____

Commissioner _____

ATTEST:

Pam Howlett, County Clerk

VENDOR:

By: Thunderbird Clubhouse
Linn Blohm, Executive Director

Attest or Notary:
