

**PROFESSIONAL SERVICES AGREEMENT FOR THE ADMINISTRATION OF THE
“A BETTER WAY – OPPORTUNITY KNOCKS” PROGRAM**

This Agreement is a contract, made and entered into this _____ day of _____, 2025 (the “Effective Date”) by and between the City of Norman, a municipal corporation, hereinafter called the “City,” and Mental Health Association Oklahoma, a not-for profit corporation, hereinafter called “MHAO.”

WITNESSETH:

WHEREAS, on June 24, 2022, the State of Oklahoma entered into a settlement agreement (the “Distributors Oklahoma Settlement Agreement”) with three opioid distributors: McKesson Corp., AmerisourceBergen Corp., and Cardinal Health, Inc.; and

WHEREAS, on August 23, 2022, the Norman City Council authorized the City to participate in the Distributor Oklahoma Settlement Agreement as a Non-Litigating Political Subdivision by completing the Distributors Oklahoma Settlement Agreement Subdivision Settlement Participation Form; and

WHEREAS, the Oklahoma Attorney General determined that the City was eligible for roughly a four million dollar disbursement over eighteen years from the Distributor Oklahoma Settlement Agreement based on: 1) the number of people per capita suffering from Opioid Use Disorder (OUD) in the City, 2) the number of opioid overdose deaths in the City, and 3) the amount of opioids distributed within the City; and

WHEREAS, based on the determination by the Oklahoma Attorney General and the disbursements under the Distributor Oklahoma Settlement, the City is an area blighted by the Opioid Epidemic; and

WHEREAS, the City seeks to expend the Distributor Oklahoma Settlement disbursements in accordance with the Distributor Oklahoma Settlement Agreement for opioid remediation purposes and pursuant to the City’s agreement with the State (Contract K-2425-44); and

WHEREAS, the City issued a Request for Proposal (RFP No. 2324-34) to solicit a professional organization to administer the City’s “Opportunity Knocks” program; and

WHEREAS, MHAO responded to RFP No. 2324-34 with a proposal that satisfied the requirements and qualifications of the City’s RFP and was selected as the best proposal after reviewing and scoring all submissions; and

WHEREAS, MHAO has successfully operated their “A Better Way” program in Tulsa, Oklahoma since 2018 and Oklahoma City, Oklahoma since 2021; and

WHEREAS, the “A Better Way – Opportunity Knocks” program is designed to assist individuals experiencing mental health conditions and/or homelessness, with a specific emphasis on: 1) individuals experiencing OUD, Substance Use Disorder (SUD) and/or co-occurring mental health conditions by delivering connections to care and wrap-around services, 2) the prevention of opioid

and substance use, abuse, and overdose deaths by targeting an at-risk population (persons experiencing homelessness) through education efforts and provision of and connection to resources, and 3) gathering valuable data regarding opioid and substance use in the City and the effects this program has on reduction and abatement; and

WHEREAS, the “A Better Way – Opportunity Knocks” program will provide qualifying individuals with connections to care and resources, while also providing an opportunity to earn a day’s wages by working on sanitation and beautification efforts in the community; and

WHEREAS, the “A Better Way – Opportunity Knocks” program is a combination of two different services: 1) the provision of social services, and 2) City sanitation and beautification efforts; as such, each respective service will be funded by: 1) the Distributor Oklahoma Settlement disbursements received by the City for the social service elements, and 2) City sanitation funds for the sanitation and beautification elements.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **TERM:** The Initial Term of this Agreement shall be from the Effective Date to the date one (1) year thereafter. This Agreement may be renewed, upon the written agreement of both parties, for additional one (1) year terms (each a “Renewal Term”), unless terminated pursuant to the provisions set forth herein, for a maximum contract Term of five (5) years from the Effective Date. MHAO understands that this Agreement and any continuation of this Agreement through Renewal Term(s) is subject to sufficient annual appropriations by the City for the fiscal year (July 1 to June 30) in which the Agreement is to be active.
2. **MHAO RESPONSIBILITIES:**
 - A) MHAO agrees to provide the Services described in “Exhibit A,” attached hereto and made a part hereof.
 - B) MHAO warrants its performances of all Services by the use of personnel of required skill, experience, and qualification, and in a professional and competent manner, in accordance with generally recognized industry standards for similar services.
 - C) MHAO shall comply with the guidelines described in “Exhibit B,” attached hereto and made a part hereof, concerning its use of the City’s passenger van/equipment trailer. MHAO understands that these guidelines may be amended administratively from time to time, and thereby agrees that such administrative amendments will not require a formal amendment to this Agreement. Amended guidelines, if any, will be immediately provided to MHAO.
3. **CITY’S RESPONSIBILITIES:**
 - A) The City agrees to pay MHAO an amount not to exceed \$383,633.00 for the Services under this Agreement, in accordance with the Annual Program Budget detailed in “Exhibit C,” attached hereto and made a part hereof. MHAO shall submit monthly invoices to the City that include details for Services rendered within the invoice period. The City shall pay invoices within thirty (30) days of

receipt.

- B) The City will provide a City owned passenger van and equipment trailer for MHAO to use only during the provision of the Services under this Agreement. The City shall be responsible for the maintenance of such items.

4. RECORDKEEPING AND REPORTING:

- A) MHAO shall supply monthly reports to the Director of the City of Norman's Utilities Department. The monthly reports shall include the following: 1) number of persons contacted and their location, 2) number of participants experiencing OUD, SUD, and/or co-occurring mental health conditions, 3) number of participants accepting employment services, 4) number of participants engaging in case management services and the type of case management services provided, 4) number of participants accepting compensation for day labor, 5) number of participants who obtained permanent employment, 7) Anonymized Homeless Management Information System (HMIS) data, and 8) detailed accounting of program expenditures.
 - B) MHAO shall supply an annual report to the Director of the City of Norman's Utilities Department and the Norman City Council within forty-five (45) days of the end of each annual contract term. The annual report shall include a summary of all activity, along with revenue and expenditure summaries for MHAO's administration of the "A Better Way – Opportunity Knocks" program for the preceding year. This annual report shall also include a report of the data collected through the program regarding: 1) opioid use, substance use, and/or co-occurring mental health rates, 2) the number of individuals experiencing OUD, SUD, and/or co-occurring mental health conditions served by the program, 3) the number of individuals who were connected to care and/or engaged in the provision of wrap-around services (individuals who gained job training, steady employment, secured housing, received therapeutic care, etc.), 4) an evaluation of the impact the program has had on opioid and substance use reduction and abatement, and 5) the overall benefit of the program to the City.
 - C) All detailed records associated with the administration of the "A Better Way – Opportunity Knocks" program shall be made available for review within ten (10) days by MHAO upon request from the City. MHAO agrees to maintain all records associated with the administration of the "A Better Way – Opportunity Knocks" program for a period of seven (7) years. Financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant operation activity.
5. **INSURANCE:** MHAO shall, at its own expense, keep in force liability insurance, naming the City as co-insured, and in an amount no less than the limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with MHAO's administration of the "A Better Way – Opportunity Knocks"

program, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence, and MHAO shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and given by MHAO. MHAO shall be solely responsible for any Worker's Compensation and/or Employer's Liability Insurance.

6. **INDEMNIFICATION:** MHAO agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by MHAO's, its agents or employees administration of the "A Better Way – Opportunity Knocks" program; provided, however, that MHAO shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. MHAO shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, MHAO's acts, omissions or operations under or in connection with this Agreement or the administration of the "A Better Way – Opportunity Knocks" program. Further, the City shall not be liable or responsible to MHAO for any loss or damage to any property or person occasioned by a third party or any Force Majeure event. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Agreement.
7. **FORCE MAJEURE:** Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events.
8. **TERMINATION:**
 - A) *For Cause:* This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement. The defaulting party shall have sixty (60) days after written notice is given, specifying the event of default under the Agreement, to cure the default. If the default is not cured to the complete satisfaction of the non-defaulting party, such party may terminate the Agreement.
 - B) *For Convenience:* The City may terminate this Agreement for any reason upon thirty (30) days' written notice to MHAO.
9. **NOTICE:** Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Director of Utilities
225 N. Webster Ave.
Norman, OK 73069

With a copy to:

Michele Loudenback
Environmental and Sustainability Manager
225 N. Webster Ave.
Norman, OK 73069

MHAO:

Izetta Gibson
Director of Clinical Services
5530 E. 31st St., Suite 1000
Tulsa, OK 74135

10. MISCELLANEOUS:

- A) *Counterparts*: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- B) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- C) *Governing Law; Venue*: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
- D) *Compliance with Laws*: MHAO shall be responsible for complying with all applicable federal, state, and local laws, rules, and regulations.
- E) *Binding Effect*: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- F) *Authority*: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this

Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein

- G) *Relationship of Parties*: This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.
- H) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.
- I) *Assignment*: This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.
- J) *Non-waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
- K) *Nondiscrimination*: MHAO agrees further that it will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

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EXHIBIT A

Program Objectives and Overview:

The “A Better Way – Opportunity Knocks” program will prioritize support for individuals experiencing homelessness that have or are currently experiencing or recovering from Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder (SUD) and mental health conditions. Evidence-based strategies will be used to provide support in all areas of life, empowering individuals on their journey toward stability and wellness. The goals of the program are to:

1. Reduce or prevent both the misuse of opioids and other substances as well as the overdose and other opioid and substance related harms in an at-risk community;
2. Research and collect data regarding OUD, SUD, and co-occurring mental health in the community and the effectiveness of this program in mitigation and abatement;
3. Connect as many participants as possible to appropriate support services within the community; and
4. Connect participants to permanent employment opportunities.

A City of Norman Van will visit various locations throughout Norman three (3) days per week to collect daily participants for the day labor program. The maximum occupancy per day for the day labor program is eight (8) individuals. Priority will first be given to those individuals experiencing or recovering from OUD, SUD and/or any co-occurring mental health conditions, and then to first-time van riders.

The van will transport the daily participants to locations predetermined by MHAO and the City to spend the day beautifying the community. The participants will receive wages for the day's work, a meal, and the opportunity to meet with a Case Manager and Employment Specialist for wrap-around services and connections to care. Both the Case Manager and the Employment Specialist will have the ability to work with participants outside of the confines of the day labor program, meeting them where they are or at various frequented public locations to provide services. Citizens of Norman will be able to request the “Opportunity Knocks – A Better Way” program services via MHAO's website at www.mhaok.org/services/employment-support.

MHAO shall be solely responsible for the daily employment activities of the program participants, including, but not limited to, the provision of their day's wages and meal, and documentation and data collection efforts.

Program Staff and Responsibilities:

1. Van Driver:

This individual will be responsible for transportation of the participants to and from the work site, as well as recording any demographic information of the participants, as required. The

van driver will stay on-site with the program participants as they complete their daily program responsibilities.

Minimum requirements include: high school diploma or equivalent; current CPR/First Aid certification or ability to obtain within three (3) months of hire date; current, valid Oklahoma Driver's License; reliable vehicle with proper insurance; good driving record.

2. Case Manager:

This individual will assess and deliver on needs of the participants by providing comprehensive wrap-around services, which includes but is not limited to: housing, mental health services, opioid and substance use services, other mental health services, physical health care needs, federal and state benefits, childcare, clothing, transportation, education/training, and employment. Wrap-around services include services offered through MHAO, such as case management, Mental Health Assistance Center, virtual support groups, prevention education, etc., as well as a warm hand-off to other local agencies that can best meet the individuals' needs.

Minimum requirements include: Bachelor's Degree in Social or Human Services, or a relevant combination of education and experience; current Oklahoma license in Social Work or Case Management preferred; valid Oklahoma Driver's License; clean Motor Vehicle Record.

3. Employment Specialist:

This individual will work directly with participants to assess and deliver needs based on employment. Using the Individual Placement and Support (IPS) Model, the Employment Specialist's job will be: 1) to network with the community and cultivate diverse and strong relationships with employers and local decision makers, and 2) to outreach and build rapport with the target population, assessing their needs and strengths to make successful employment placements within the community. Additionally, the Employment Specialist will work with participants on job skills, such as resume-building, interviewing, communication and teamwork.

Minimum requirements include: Bachelor's Degree in Mental Health, Social Services or Business, or a relevant combination of education and experience.

4. Program Manager:

This individual will provide oversight to the employment program and ensure good outcomes by providing training, supervision and working alongside employment team (field mentoring). Monitors outcomes, implements quality improvement plans, and acts as a liaison to other departments and agencies. Cultivates partnerships within the City to coordinate services for program participants. Promotes employment and mental health services as a vital part of recovery.

Minimum requirements include: Bachelor's Degree in Mental Health, Social Services or Business; supervisory experience.

MHAO shall be solely responsible for the hiring, supervision, and coordination of the above described staff and for the provision of their compensation and/or benefits.

EXHIBIT B

Passenger van/equipment trailer guidelines:

1. The passenger van and equipment trailer will be stored at the City's Northbase facility located at 1301 Da Vinci Street, Norman, OK 73069. MHAO authorized staff shall receive and return the passenger van/equipment trailer from the Northbase facility each program operation day within the facility operating hours, 6:30am-5:15pm, Monday-Friday. MHAO will also be provided one key fob to access the Northbase facility outside of operating hours. If the key fob is lost, MHAO will be responsible for paying a reasonable replacement fee determined by the City.
2. MHAO must follow the City of Norman's Vehicle Policy and Procedure Manual Guidelines.
3. MHAO staff will be responsible for the cleaning, both inside and outside, of the passenger van/equipment trailer, as needed, at the provided City wash station in the Northbase facility.
4. MHAO staff shall also be responsible for fueling the passenger van at the City's fueling facility in the Northbase station.
5. MHAO staff shall complete a thorough walk-around inspection of the passenger van/equipment trailer and check the fluids of the passenger van prior to each program operation day. Any discrepancies shall be immediately reported to the Transit Shop Supervisor in writing or by email, and any damage found shall be reported to same in writing with pictures attached.
6. Collisions shall be reported to the City Safety Manager and Transit Maintenance office immediately.
7. Repairs will be made on the following basis:
 - a. Non-urgent repairs will be scheduled within forty-eight (48) hours of requested repairs.
 - b. Urgent repairs with safety-related items will require the passenger van to be out of operation until the repairs can be completed.
 - c. Only City of Norman Fleet Maintenance staff are authorized to make repairs.
8. Any exterior alterations, including but not limited to logos, decals, and exterior magnets, shall be requested in writing prior to any such alterations.

EXHIBIT C

Annual Program Budget:

Program Expenses	Estimated Cost
Program Manager	\$60,000.00
Program Manager Fringe	\$14,560.00
Case Manager	\$44,100.00
Case Manager Fringe	\$12,348.00
Employment Specialist	\$44,100.00
Employment Specialist Fringe	\$12,348.00
Van Driver	\$34,582.00
Van Driver Fringe	\$9,683.00
Salary and Fringe Total	\$231,721.00
Technology	\$3,600.00
Mileage and Cell	\$3,286.00
Continued Education & Training	\$2,000.00
Participant Day Labor Pay	\$75,000.00
Client Food	\$12,000.00
Program Supplies & Individual Assistance	\$15,000.00
Miscellaneous	\$3,000.00
Van Wrapping	\$3,150.00
Total Direct Expenses	\$348,757.00
Administration 10%	34,876.00
Total Program Expenses	\$383,633.00