

**PROGRAM:** Social Services Grant (SSG)  
**GRANTEE:** HEARTLINE, INC.  
**TERM:** 7/1/24 – 6/30/25  
**GENERAL FUND #:** (1001-2400206-5200001)

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **HEARTLINE, INC. FY 2024-25**

Pursuant to this Agreement, **The City of Oklahoma City**, an Oklahoma Municipal Corporation, which has as its address 200 N Walker, Oklahoma City, Oklahoma 73102 ("The City"), and Heartline, Inc., a private nonprofit corporation, which has as its address 2401 NW 23rd St., Ste. 19, Oklahoma City, OK 73107 ("PROVIDER"), agree as follows:

#### **WITNESSETH:**

**WHEREAS**, The City is a municipal corporation organized and existing under the laws of the State of Oklahoma; and

**WHEREAS**, The City wishes to support various social service programs and activities within the City to assist the homeless and needy of this community so that they might become self-sufficient and productive; and

**WHEREAS**, PROVIDER is also dedicated to providing social services to the citizens of this community, and is a nonprofit corporation organized and existing under the laws of the State of Oklahoma, and

**WHEREAS**, on this 19TH day of NOVEMBER, 2024, the City Council approved allocations for Social Services Grants, and has authorized the Mayor to execute all necessary grant documents in support of these social services.

**NOW, THEREFORE**, in exchange for the consideration, covenants, and agreements, set forth herein, the parties hereto agree as follows:

### **SECTION 1. DEFINITIONS**

The following words and phrases, when used in this Agreement, shall have the following meanings:

- A. "Performance Measures" - the objective measures by which the accomplishment of the Scope of Work and Program Services are reported and measured.
- B. "Program Coordinator" shall mean the City employee designated by the City Manager to administer the provisions of this Agreement on behalf of The City, and who shall review the

progress of PROVIDER in accomplishing the Program Services, and review other issues and topics relevant to the Program Services and the work of PROVIDER under this Agreement.

C. "Program Services" - the activities to be performed by PROVIDER, as identified in this Agreement, utilizing all or part of the funds allocated by The City for this Agreement.

D. "Support Services" - any and all staff services utilized to perform the Scope of Work and Program Services set forth in this Agreement, and provided by Provider staff in support and furtherance of Program Services.

## **SECTION 2. SERVICES TO BE PROVIDED**

As part of CITY's Social Services Grant (SSG), PROVIDER shall undertake and provide all services described in Attachment "A", attached hereto and incorporated as part hereof by reference.

## **SECTION 3. REPORTS**

As a part of the Program Services specified in this Agreement, and to keep The City informed of progress and accomplishments for each element of the Program Services, PROVIDER shall submit the Reports set forth in this Section as A. All the specified Reports in this Section shall be in writing, unless otherwise directed by the Program Coordinator or the City Manager.

Monthly or Quarterly Reports and Requests for Payment shall be submitted to The City's Program Coordinator.

A. Monthly or Quarterly Reports The Monthly or Quarterly Reports shall contain quantitative information, demonstrating the activities conducted as enumerated in Attachment "A" and which substantiate progress toward the accomplishment of each Performance Measurement; the total fees and expenses incurred for the Program Service during the reporting period; and the remaining Grant allocation balance.

## **SECTION 4. COMPENSATION**

Payment for work and services under the Program Services section of this Agreement shall be as follows:

- A. Payment on Reimbursement Basis. It is expressly understood and agreed that payments made by the City under this Agreement are for reimbursement of expenses for work and services made under the terms and conditions of this Agreement.
- B. Compensation. The City agrees to reimburse PROVIDER in an amount not to exceed Twenty-one Thousand ( \$21,000 ) Dollars for the work and services performed.
- C. PROVIDER is not authorized to perform, and shall not be compensated for, any other additional work or services except as approved in writing by the parties to this Agreement.

**SECTION 5. SUBMISSION OF REQUESTS FOR PAYMENT**

- A. Request for Payment. PROVIDER shall submit to The City a Request for Payment for the Program Services performed and paid for by PROVIDER during the reporting period, which shall be in a form and format provided by the Program Coordinator. The first Request for Payment shall cover the period beginning July 1, 2024. All Requests for Payment shall be signed by the Chief Administrative Official or his/her designee and mailed or sent electronically to the attention of the Program Coordinator. Requests for Payment are due at least quarterly for eligible expenses. Requests for Payment may be submitted electronically.
- B. Requests for Funds. Requests for funds shall be submitted at least quarterly, and shall include funds spent for each category established in PROVIDER's Proposed Budget. Expenditures within a Budget Category may not exceed the proposed amount by more than 10% within the Contract period, without the prior written approval of the Program Coordinator.
- D. Use of Grant Funds. Provider shall assure that at least 95% of the grant funds are to be used to provide services to persons living within the corporate limits of The City of Oklahoma City.
- E. Requests Shall Not Exceed Available Funds. All Requests for Payment forms shall provide sufficient detailed documentation for adequate evaluation and audit and shall not exceed the available funds for each of the Program Services as set forth in Attachment "A" to this Agreement. If there is a need to reapportion the Program Services funds within the total amount, PROVIDER shall send a letter to the Program Coordinator - by mail or electronically - requesting approval of a re-designation of Program Services funds, prior to expenditure of such funds.

**SECTION 6. PAYMENT OF CLAIMS**

Upon submittal of the Request for Payment by PROVIDER, The City shall review, and approve or reject the payment request, as appropriate. If approved, The City shall pay the invoice

in accordance with its purchasing policies and procedures. If the invoice is rejected, the Program Coordinator shall have five (5) business days to provide in writing to PROVIDER – by mail or electronically– the reasons for the rejection. PROVIDER shall then timely provide the necessary information, or make the necessary corrections or adjustments, to gain approval of the invoice and payment request.

The Program Manager is authorized to approve claims for payment, subject to review and approval or ratification as provided in this Agreement.

#### **SECTION 7. DISCLOSURE**

A. PROVIDER hereby agrees to create, collect and maintain, and to present upon request of the Program Coordinator, the City Manager, or the City Auditor, any and all financial records, documentation, invoices, agreements and other detailed information relating to this Agreement. However, the City agrees to the extent permitted by law, to work with PROVIDER to maintain the confidentiality of information provided.

B. In addition, PROVIDER shall use its best efforts to require any person performing work by contract, subcontract or any other arrangement for which reimbursement is or may be sought under the Agreement to create, collect and maintain, and to present upon request, such similar information to The City. Said detailed information maintained by PROVIDER and any associate shall be available for inspection at all reasonable times, upon request.

C. PROVIDER shall maintain its financial records in accordance with generally accepted accounting principles, applied on a consistent basis.

D. PROVIDER shall submit a list of Officers, Board Members and a copy of its Annual Budget to The City at the commencement of this contract. If PROVIDER's Board of Directors, Executive Management Staff or Designated Program Staff changes within the contract period, PROVIDER shall notify and provide contact information related to the Staff changes to the Program Coordinator within ten (10) days of the change.

E. PROVIDER agrees the required retention period for all documents to be maintained under this Agreement shall be five (5) years from end of fiscal year in which final payment was made.

#### **SECTION 8. AUDITED FINANCIALS**

A. PROVIDER shall include in its annual or bi-annual independent audit by a Certified Public Accountant a requirement that City funds received under this Agreement are separately identified and scheduled. The Auditor shall perform procedures necessary to determine whether

the funds requested and received from The City were expended in compliance with the provisions of this Agreement. The audit shall be conducted within ninety (90) days of the close of the audit period. PROVIDER shall provide The City with a copy of the completed final audit within one month of its acceptance by PROVIDER's governing body, but no later than ninety (90) days from the issuance of the Audit. The City recognizes that this Audit shall be for the portion of the fees, costs and expenses reimbursed during the period covered by the independent Audit, rather than the period of this Agreement. The cost of the Audit shall not be a reimbursable expense under this Agreement.

B. The City reserves the right to examine or audit all documents supporting expenditures, invoices and Requests for Payment at any time, and shall provide written notice of such request whenever possible or practical. Notice of requests to audit all documents related to this Agreement is not required. This right shall extend for a period of five (5) years after termination of this Agreement.

C. The determination of the Auditor as to whether the funds requested and received from The City were expended in compliance with the provisions of this Agreement shall not be binding on the City, and any Provider expenditure or claim for reimbursement, and any payment, shall be subject to review by the City, the Program Coordinator, the City Manager, the City Auditor, and the City's independent audit firm.

#### **SECTION 9. RECOVERY OF FUNDS**

It is expressly understood and agreed The City may recover from PROVIDER any funds paid to PROVIDER under this Agreement that are later documented to have been improperly claimed and paid. This right shall not expire upon the termination, cancellation, or expiration of this Agreement.

#### **SECTION 10. CANCELLATION**

A. The City may cancel this Agreement, or any portion of this Agreement, upon written notice to PROVIDER. Such notice shall be deemed to have been received when deposited in the United States certified mail, with proper address and sufficient postage thereon. If the cancellation is for the convenience of the City and not for any impropriety, default, or breach of contract on the part of PROVIDER, the City shall provide sixty (60) days' written notice of the cancellation. Upon receipt of written notice of cancellation, whether for convenience or for cause, PROVIDER

shall do no further work and make no further commitments or expenditures related to this Agreement without the express written consent of The City.

B. After the date of cancellation hereof, The City shall reimburse PROVIDER for Program Services provided or incurred, and appropriately and properly documented by PROVIDER while this Agreement was in effect, and that were incurred up to the date of cancellation, all in accordance with the established billing procedure and the provisions of this Agreement.

C. At any time during the term of this Agreement, The City may cancel any Program Service or Project to be performed by PROVIDER, without affecting any other Program Service, or the rights of The City hereunder.

#### **SECTION 11. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW**

A. PROVIDER shall comply with all existing codes and ordinances of The City, the laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The laws of the State of Oklahoma shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Agreement shall be in a court of appropriate jurisdiction in Oklahoma City, Oklahoma County.

#### **SECTION 12. PROHIBITION AGAINST CONTINGENT FEES**

PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide regular employee working solely for PROVIDER, to solicit or secure this Agreement, and that neither PROVIDER nor any entity thereof, has paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for PROVIDER, or any entity thereof, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the making of this Agreement.

#### **SECTION 13. CERTIFICATE OF NONDISCRIMINATION**

PROVIDER agrees, in connection with the performance of work under agreement(s)/contract(s) with the City:

A. PROVIDER shall not discriminate against any employee or application for employment because of race, color, religion, creed, , sex, gender, , national origin, age, familial status,

genetic information, or disability. PROVIDER shall take affirmative action to ensure that employees are treated without regard to their race, color, creed, sex, gender, national origin, age, familial status, genetic information, or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. PROVIDER agrees to post, in conspicuous place available to employees and applicants for employment, this notice provided by the City Clerk/Secretary of the City, and;

B. In the event of a CITY-approved subcontract, PROVIDER agrees to include this non discrimination clause in any subcontracts connected with the performance of City agreement( s )/contract( s ).

C. In the event of PROVIDER's non-compliance with the above non-discrimination clause, City agreement(s)/contract(s) may be canceled or terminated by the City. The contractor may be declared by the City ineligible for further agreement(s)/contract(s) with the City until satisfactory proof of intent to comply is made by PROVIDER.

#### **SECTION 14. NOTICES**

A. Notices to The City shall be in writing personally served, faxed, or sent by certified mail to the Program Coordinator:

Jerod Shadid, Program Planner  
Planning Department/Community Development Division  
420 West Main Street, Suite 920  
Oklahoma City, OK 73102

And to: City Clerk  
The City of Oklahoma City  
200 N Walker, Second Floor  
Oklahoma City, OK 73102

or to such other official and/or address as The City may from time to time specify in writing.

B. Notice to PROVIDER shall be in writing, personally served or sent by fax or certified mail to the following addresses:

Margi Preston, Executive Director  
Heartline, Inc.  
2401 NW 23rd St., Ste. 19  
Oklahoma City, OK. 73107

or to such other official addresses as PROVIDER may from time to time specify in writing.

**SECTION 15. ASSIGNMENT**

This Agreement cannot be assigned or transferred unless approved in advance, in writing, by The City.

**SECTION 16. AMENDMENT**

This Agreement may only be modified by written amendment, executed by both parties hereto.

**SECTION 17. DEFEND, INDEMNIFY AND SAVE HARMLESS**

To the fullest extent permitted by law, PROVIDER agrees to release, defend, indemnify and save harmless the City and its officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Workers' Compensation claims of or by anyone whomever, in any way resulting from or arising out of PROVIDER's negligent acts, operations, errors and/or omissions under or in connection with this Agreement and the parties for whom either entity is legally responsible. PROVIDER shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and PROVIDER, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of this Agreement. Provided, however, PROVIDER need not release, defend, indemnify or save harmless the City or its officers, agents and employees, from damages or injuries resulting from the negligence of the City, its officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

**SECTION 18. INSURANCE**

A. Required insurance from responsible insurance companies eligible to do business in the State of Oklahoma shall be carried and maintained throughout the term of this Agreement. The

policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to The City and any participating public trust. All liability policies shall provide that The City is named an additional insured as to the operations of PROVIDER under this Agreement.

B. The insurance coverage and limits required under this agreement must be evidenced by properly executed certificates of insurance. The Certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate, with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to The City on a timely basis, if requested by The City. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma. Any dispute related to insurance not otherwise resolved, shall be resolved in the Oklahoma County District Court, in Oklahoma City.

No less than thirty (30) days' prior written notice, by registered or certified mail, shall be given to The City of any cancellation, intent not to renew, or reduction or other modifications in the policies' coverage, except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, PROVIDER shall immediately notify The City by telephone and in writing, and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time The City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, PROVIDER hereby agrees to promptly authorize and have delivered to The City such statement. PROVIDER authorizes The City to confirm all information so furnished as to PROVIDER's compliance with its insurance requirements with PROVIDER's insurance agents, brokers, surety and insurance carriers. All insurance coverage of PROVIDER shall be primary to any insurance or self-insurance program carried by The City.

C. No work shall commence under this Agreement unless and until the required certificates of insurance are provided to the Program Coordinator and in effect.

D. The insurance coverage and limits required of PROVIDER under this Agreement are designed to meet the minimum requirements of The City. Such coverage and limits are not designed as a recommended insurance program for PROVIDER. PROVIDER alone shall be responsible for the sufficiency of its own insurance program. Should PROVIDER have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, PROVIDER should seek professional assistance.

E. PROVIDER shall provide The City the following insurance:

1. Workers' Compensation. PROVIDER shall maintain, during the term of this Agreement, workers compensation insurance as prescribed by the laws of the State of Oklahoma.

2. Commercial general liability insurance. PROVIDER shall maintain during the term of this Agreement sufficient commercial general liability insurance to protect PROVIDER and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by PROVIDER or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall not be less than The City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and which currently are:

a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

3. Automobile liability insurance shall be maintained if PROVIDER is receiving funds for client transportation by PROVIDER, relating to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$175,000.00	Limit each person
	\$1,000,000.00	Limit each accident

Property damage liability	\$25,000.00	Limit each accident
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or

Bodily injury and property damage liability	\$1,000,000.00	Combined single limit each accident
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Any lapse of insurance coverage is declared a breach of this Agreement. The City may, at its option, suspend this Agreement until there is full compliance with this paragraph, "Insurance," or terminate this Agreement for nonperformance.

**SECTION 19. NO THIRD-PARTY BENEFICIARIES**

This Agreement gives no rights or benefits to anyone other than The City and PROVIDER and has no third-party beneficiaries.

**SECTION 20. WHOLE AGREEMENT**

The Program Services to be provided by PROVIDER are defined solely by this Agreement, and not by any pre-execution statements, documents, representations, contracts or agreements between the parties that may be associated with this Agreement, or the negotiation hereof.

**SECTION 21. EFFECTIVE DATE, AGREEMENT TERM, AND TIME**

- A. This Agreement shall be effective as of July 1, 2024. All Services to be performed herein shall be completed by close of business on June 30, 2025.
- B. Time shall be deemed to be of the essence for this Agreement.

**SECTION 22. CAPTIONS**

The captions provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto signify the Agreement to all contained herein by the following executions:

HEARTLINE, INC.

By: Mary [Signature]

CEO  
Title

8-5-24  
Date

ADOPTED by the Council and APPROVED by the Mayor of the City of Oklahoma City this 19TH day of NOVEMBER, 2024

ATTEST:

Amy K. Simpson  
City Clerk



David Holt  
Mayor

Beta M. Douglas-Tally  
Assistant Municipal Counselor

**ATTACHMENT "A"**

**SOCIAL SERVICES GRANT BUDGET FY 2024-2025**

<b><u>PROJECT SPONSOR:</u> HEARTLINE, INC.</b>	<b>GRANT AMOUNT</b>
<b>Agency Administration</b>	\$
<b>Agency Operations</b>	\$
<b>Program Staff</b>	\$ 21,000
<b>Program Operations</b>	\$
<b>Other</b>	\$
<b><u>TOTAL</u></b>	<b>\$ 21,000.00</b>

**Services to be provided:**

Through 211, HeartLine provides Oklahoma residents with an easy to remember telephone number for comprehensive information and referral assistance 24-hours a day. 211 helps clients identify the most appropriate social services program available to meet each individuals unique needs. Additionally, 211 Call Specialists help clients to prioritize where to start when multiple needs have them overwhelmed, direct them to programs specific to their needs and explain eligibility criteria in advance. 211 Call Specialists empower callers by helping them navigate through a complex network of social service assistance.

**Approximate number to be served: 800 households**

[INTENTIONALLY LEFT BLANK]

**THE CITY OF OKLAHOMA CITY**  
**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance of this Agreement, PROVIDER agrees as follows:

- A. PROVIDER agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Provider shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. PROVIDER or Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth provisions of this section.
- B. In the event of PROVIDER's non-compliance with this Nondiscrimination Certificate, this Agreement may be canceled, terminated or suspended by the Contracting Public Entity. PROVIDER may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by PROVIDER and/or Subcontractor.
- C. PROVIDER agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Agreement.

I have read the above and agree to abide by these requirements:

***This form must be fully completed and signed by PROVIDER  
or Provider's Authorized Agent.***

HEARTLINE, INC.

\_\_\_\_\_  
Name of Private Non-Profit Corporation,  
Agency or Governmental Entity



\_\_\_\_\_  
Signature of Provider or Authorized Agent

CEO

\_\_\_\_\_  
Type or Print Name and Title of Person Signing

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41.



