

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11007891 REQUISITION SHEET ATTACHED: YES N/A

NAME OF FUNDS: Oklahoma County Social Services General Fund

FUND NUMBERS: 1001-6100

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? YES NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 0

AGENDA ITEM READS AS FOLLOWS: Approval of agreement renewal between the Board of Oklahoma County Commissioners on behalf of Oklahoma County Social Services and Heartline, Inc. to provide funds for continuation of the 2-1-1 program to benefit the senior citizens and indigent persons in Oklahoma City. Amount payable under this contract is not to exceed \$20,000. Agreement to be effective upon approval by the Board of Oklahoma County Commissioners through June 30, 2011 Requested by Christi Jernigan, Director.

APPROVED BY DA
(If Applicable)

[Signature]
ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)

[Signature]
COUNTY ENGINEER

APPROVED BY PURCHASING
(If Applicable)

[Signature]
PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: YES N/A

COUNTY CLERK: RC YES N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED BY : _____
CHAIRMAN

PENDING APPROVAL

596

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FOR THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES FROM THE DISTRICT ATTORNEY AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES. IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL REQUESTS FOR ADVICE WILL BE RESPONDED TO IN WRITING. IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O.S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A "GOOD FAITH AND COURSE OF EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: _____

COUNTY DEPARTMENT MAKING REQUEST: Oklahoma County Social Services

STATE, WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Approval for form and legality of agreement renewal between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and Heartline, Inc. to provide funds for the continuation of the 2-1-1 program to benefit the senior citizens and indigent persons in Oklahoma County. Amount payable under this contract is not to exceed \$20,000. Agreement to be effective upon approval by the Board of County Commissioners through June 30, 2011. Requested by Christi Jernigan, Director, Oklahoma County Social Services.

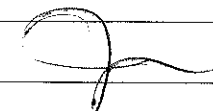
ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.


COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/23/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
JUN 23 2010
CIVIL DIVISION
DISTRICT ATTORNEY


David Prater

PENDING APPROVAL

AGREEMENT

Between the Board of Oklahoma County Commissioners
(on behalf of Oklahoma County Social Services)

And

HeartLine Inc.

This agreement (the "Agreement") is entered into between the Board of Oklahoma County Commissioners on behalf of Oklahoma County Social Services (herein referred to as "County") and HeartLine, Inc. (herein referred to as "HeartLine") having a notice address of Post Office Box 12832, Oklahoma City, OK 73157.

WHEREAS, 2-1-1 is an easy to remember telephone number that connects people with community services; and

WHEREAS, the Oklahoma 2-1-1 Advisory Collaborative, an entity appointed by the Oklahoma Corporation Commission and sanctioned by the Oklahoma State Legislature under 56 O.S. § 3021, has designated Heartline to manage the operations for 2-1-1 for central Oklahoma, including Oklahoma County; and

WHEREAS, The County is authorized by Oklahoma Statutes to provide support for senior citizens and indigent persons pursuant to Titles 19 and 56; and

WHEREAS, over 50% of the calls received by HeartLine are from people without the means to pay for basic necessities; and

WHEREAS, indigent residents of Oklahoma County will benefit from the continuation of a 2-1-1 system; and

WHEREAS, HeartLine, Inc. is in need of funding to aid in the salary of a 2-1-1 Director to coordinate all aspects of the 2-1-1 call center and ensure that HeartLine's 2-1-1 meets all necessary requirements set forth by the Oklahoma Corporation Commission and 2-1-1 National Standards;

NOW, THEREFORE, BE IT RESOLVED, the HeartLine and County do mutually agree as follows:

1. HeartLine agrees that:
 - a. Any and all funds received pursuant to this agreement will be used strictly for the purposes of providing salary for the 2-1-1 Director.
 - b. The Director will coordinate all aspects of the 2-1-1 call center and will ensure that HeartLine's 2-1-1 meets all necessary requirements set forth by the Oklahoma Corporation Commission, 2-1-1 National Standards, and the statewide plan.
 - c. The 2-1-1 Director will provide monthly call data reports to Oklahoma County.
2. In consideration for these services, County agrees to pay an amount not to exceed a total of \$20,000.00 (Twenty Thousand Dollars) for the contract period upon receipt of monthly claims, authorized and approved by the County. Claims are to be sent to:

Oklahoma County Social Services
Attention: Terry Bolden
7401 Northeast 23rd Street
Oklahoma City, OK 73141
(Telephone: 713-1899)

PENDING APPROVAL

3. The Center agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
4. The parties agree that this agreement will become effective on the date this agreement is executed by the County, and will terminate on June 30, 2011, provided that either party may terminate this agreement on thirty (30) days' written notice to the other party. Further, the County may terminate this agreement at any time by written notice to HeartLine if HeartLine fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
5. HeartLine will not impose any fees for services rendered and paid for under the terms of this agreement.
6. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract. HeartLine further agrees to provide the County with monthly detailed reports as outlined in paragraph 1 c.
7. HeartLine shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. HeartLine agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement. The Center agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. HeartLine agrees to attach a copy of a certificate of insurance to this contract upon its execution.
8. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of HeartLine.

PENDING APPROVAL

NOTE: THIS IS A CLAIMS MADE POLICY. PLEASE READ IT CAREFULLY

NON-PROFIT SERVICE ORGANIZATION



CERTIFICATE OF INSURANCE



COVERAGE DECLARATIONS FOR NONPROFIT DIRECTORS' AND OFFICERS' LIABILITY

NonProfit Directors' and Officers' Liability Insurance

Policy Number: NOA0302605
Annual Premium: 1,364.00 1st POLICY YEAR
.00 2nd POLICY YEAR
.00 3rd POLICY YEAR

Item A. Name of insured ENTITY: HeartLine, Inc.
C/O _____
Street Address P.O. Box 12832
City, State, Zip Code: Oklahoma City OK 73157

Item B. POLICY PERIOD: From 12/25/2009 To 12/25/2010
(12:01 a.m. local time at the ENTITY's principal address) (month, day, year) (month day, year)

Item C. Limits of Liability:

(i) Aggregate each POLICY YEAR: \$1,000,000

Item D. Deductible (also known as retention):

(i) EMPLOYMENT PRACTICES CLAIM: \$5,000 Each and every CLAIM
(ii) Other than EMPLOYMENT PRACTICES CLAIM: \$2,500 Each and every CLAIM

Item E. Prior or Pending Litigation Date: 12/25/2001
(The Prior or Pending Litigation Date excludes coverage for all past and present litigation or known potential claims)

Item F. Retroactive Date: None
(If retroactive date is none full prior acts coverage will be provided subject to the Prior or Pending Litigation Date and the Terms and Conditions of the policy)

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts:
NP00H001000803 NP00H019000803 NP00H022000803 NP00H028000803 NP00H03300 NP00H033000803
NP00H043001203 NP00H083000504 NP00H087000504 NP00H088000504 NP00H090000306 NP00H091000306 NP00H09500

Program Administrator: Aon Association Services Mailing Address: Aon Association Services
a Division of Affinity Insurance Services, Inc. a Division of Affinity Insurance Services, Inc.
159 East County Line Rd 1120 20th Street, N.W.
Hatboro, PA 19040 Washington, D.C 20036
1-800-432-7465

Special Program: **The United Way of America Endorsed D&O Program**

Insurance Provided by:
Trumbull Insurance Company
Hartford Plaza
Hartford, Connecticut 06115

A Member of THE HARTFORD

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-11-2010

Requisition No--: 11007891
Requisition Type--: Purchase Requisition
Creation Date--: 06-11-2010
Description--: BLANKET FOR SALARY FOR "211" DIRECTOR FOR FY 10/11

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Bolden, Terry Lynn	20,000	\$ 1.00	\$20,000.00	SERVICE MISCELLANEOUS
Item Description: NOC-PROGRAM SUPPORT FOR SALARY FOR THE 211 DIRECTOR FY 10/11				
Vendor:HEARTLINE, INC				
Distribution: ...				

Requisition Total: ----- \$20,000.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____