

## PROFESSIONAL SERVICE AGREEMENT

This Service Agreement is entered into as of last date of signature, by and between the Board of Regents of the University of Oklahoma, Health Sciences Center on behalf of the Oklahoma Healthy Aging Initiative (“University” or “OHAI”), and The City of Lawton. (“Organization”).

Whereas, the Organization desires University to provide certain services, and:

Whereas University is uniquely situated to assist Organization in the provision of some of those services, as described below:

Now, therefore, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. University will provide the following services to the Organization: Per Exhibit A.
2. Organization will pay University per class or series based on the rates in Exhibit A for a maximum amount of \$10,000.00. University will invoice Organization within thirty (30) days of the conclusion of each session. Payment shall be made within thirty (30) days of receipt of invoice from University. Checks will be made payable to University of Oklahoma Health Sciences Center and sent to Aux/Service Unit Accounting, P.O. Box 26901, URP, Oklahoma City, OK 73126-0901.
3. The term of this Agreement shall be from the last date of signature to April 30, 2024.
4. Either party may terminate the Agreement upon thirty (30) days’ written notice to the other party. Either party may terminate this Agreement immediately upon written notice in the event of material breach of this Agreement. In the event of termination, payments will be made for all work performed up to the date of termination and will include any non-cancelable obligations incurred by University in connection with this Agreement.
5. Each party will be responsible for its own negligent and intentional acts and omissions with the University’s liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 Okl. St. §§ 151 et seq.
6. The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.
7. **As applicable, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Contract and must be included in any subcontracts awarded involving this Contract. The parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, and the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, 38 U.S.C. §4212.**



EXHIBIT A  
Scope of Work

1City of Lawton/OHAI Proposal

8-22-23

- 3 Tai Chi for Better Balance programs	\$5,250
• 1 program contains 24 classes	
• Cost per program - \$1,750	
- 1 Staying Active and Independent for Life program	\$1,750
• 1 program contains 24 classes	
- 1 Diabetes and Beyond Class	\$1,500
• 1 class per week for 6 weeks	
- 1 Healthy Brain, Healthy Mind for the Dementia Caregiver class	\$1,500
• 1 class per week for 4 weeks.	
• Includes participant workbook.	

**Contract Total = \$ 10,000**

OHAI to provide invoice upon completion of each class.

Contract dates 9/1/23-4/30/24