

City Contract

Version 4.4 released on 3/3/21

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



Grant No. 25213

CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

☐ Scanned

Date: 02.05.2025

☐ Posted

Item #: 2502.00379

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase

☒ New Contract ☐ Renewal ☐ Amendment ☐ Statutory Change Order ☐ Supplemental Documentation ☐ Quantity Adjustment ☐ Final Payment ☐ Permission to Continue ☐ Terminate/Cancel

Board Approval

Other Board Name

City Council Approval

Contract Number

☐ Yes ☒ No

139542

Department

Contact Name

Email

Phone

Fire

Justin Lemery

JLemery@cityoftulsa.org

918-569-9415

Vendor Name(s)

Vendor Number

Description (Subject)

St. John Medical Center

1718

Charitable Donation Agreement - CHECS

This should match the Munis description field but should be different from Contract Type or Subtype

Contract Type

Contract Subtype

Bid/Project Number

Contract Amount

Misc. Agreements

Misc. MOAs/MOUs

\$115,000.00

Budget

Contract Funding Type

Funding Source(s)

☒ No Payment Involved

☒ Revenue Contract

☐ Expense Contract

Affidavit of Claimant should be attached to the contract for Expense Contracts

TOTAL:

\$115,000.00

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

Date: 2/3/25

Date: 2-4-25

Date: FEB 05 2025

Date: _____

Date: _____

Policy Statement

Background Information

This is a Charitable Donation Agreement for Community Health Equity Catalyst Strategy (CHECS). St. John Medical Center (St. John) currently provides Community Assistance Referral and Educations Services, also known as TFD C.A.R.E.S. project, and St. John would like to provide the Tulsa Fire Department with \$115,000 to assist the project. The fund will be used for personnel expenses

Provide background information on the requested action.

Summation of the Requested Action

Requesting an approval of contract

Summarize the pertinent details of the requested action

Other Pertinent Details

Provide any additional information that should be considered when considering approval of this contract document

Processing Information for City Clerk's Office

Post Execution Processing

- ☐ Mail vendor copy (addt'l signature copies attached)
- ☐ Must be filed with other governmental entity
- ☐ Addt'l governmental entity approval(s) required

Additional Routing and Processing Details

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2025-CHECS-11

**CHARITABLE DONATION AGREEMENT
COMMUNITY HEALTH EQUITY CATALYST STRATEGY (CHECS)**

This Charitable Donation Agreement ("Agreement") is entered into as of January 1, 2025 ("Effective Date"), by and between **St. John Medical Center, Inc., d/b/a Ascension St. John Medical Center**, an Oklahoma not-for-profit corporation ("Medical Center"), and **City of Tulsa on behalf of the Tulsa Fire Department**, an Oklahoma not-for-profit corporation ("Grantee").

A. Medical Center is an Oklahoma not-for-profit corporation located in Tulsa, Oklahoma, which desires to ensure access to services that benefit the health of residents of Tulsa, Oklahoma, and the surrounding counties;

B. Medical Center has identified a Community Health Equity Catalyst Strategy ("CHECS") to award grants to organizations furthering the improvement of health outcomes and reducing health disparities in the community served by Medical Center, including organizations addressing the social determinants of health;

C. Grantee is an Oklahoma municipal corporation that is a tax-exempt organization located at 175 E. 2nd St., Tulsa, OK 74103 with the mission to deliver superior protection of life, health, property, and the environment;

D. Grantee currently provides Community Assistance Referral and Education Services, also known as TFD C.A.R.E.S., to members of the public (the "Project");

E. Medical Center desires to provide Grantee with financial support for the Project to assist Grantee in achieving the goals set forth in this Agreement, all in accordance with the terms and conditions set forth below.

The parties agree as follows:

1. **CHARITABLE DONATION.** Medical Center will donate to Grantee \$115,000 (the "Donation"), as a grantee of the CHECS Beacon Open grant, subject to the terms and conditions set forth in this Agreement. Payment(s) will be made in accordance with, and subject to the conditions set forth in Exhibit A.

2. **GRANTEE'S OBLIGATIONS.**

2.1 Grantee will accept and use the Donation solely for the following uses (each a "Permissible Use").

A. Personnel expenses such as staff salaries for case manager and care navigators; and

B. Program staff salaries.

2.2 In addition

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A. Any proposed changes to the Grantee's obligations must be requested in writing and authorized by the CHECS Program Officer assigned to the grant before any work associated with such change can be performed;

B. Grantee shall provide notice to checs@ascension.org of any change to Grantee's contact information or any Project management personnel change within thirty days after such change;

C. No funds awarded through this grant, including the remaining balance, can be held in interest bearing accounts; and

D. Grantee shall provide information regarding Project performance as set forth in Exhibit B, as well as quarterly update meetings with the CHECS Program Officer and ad-hoc communications related to grant activities.

2.3 Non-Discrimination. Grantee shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, handicap or national origin, nor otherwise commit an unfair employment practice.

2.4 Records. Medical Center reserves the right to verify that the Donation was used solely to cover costs directly associated with Grantee's Obligations as contemplated by this Agreement. Grantee shall provide to the Medical Center upon request such information as reasonably requested by the Medical Center to verify this information. Grantee shall maintain such records for three years after the End Date.

2.5 Reporting. Grantees shall deliver two reports each grant year containing the measures listed in Exhibit B attached to this Agreement. Grantee shall deliver the first report no later than July 20, 2025 for the period from January 1, 2025 through June 30, 2025 and the second report no later than January 18, 2026 for the period from July 1, 2025 through December 31, 2025. To be eligible for funding, performance reports must be received on time and reflect that the Grantee is in good standing, as evaluated by the CHECS Program Officer, to meet the payment requirements. Failure to submit required reports will result in disqualification from future funding for up to two funding cycles.

2.6 Anticipated Grant Balance. Unspent funds are not eligible for automatic carryover. Grantees must notify their program officer of any anticipated unspent balance at least 45 days prior to the end of the Grant term. Failure to make timely notification about an expected grant balance may result in disqualification from future funding for up to two funding cycles. All funds unspent at the end of the grant term must be held and reported to the CHECS Program Officer who will provide next steps. Medical Center retains the right to recall funds as deemed appropriate.

2.7 Authorization to Use Information. Grantee consents to Medical Center using for any lawful purpose any data provided by Grantee in accordance with Grantee's reporting requirements hereunder. Grantee will, upon request, use reasonable efforts to secure individual success stories from Grantee's beneficiaries and will provide such success stories to Medical Center. Grantee consents to allow Ascension St. John to publish Grantee's success stories and testimonials through Ascension St. John's internal and external communications platforms.

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3. TERM; TERMINATION.

3.1 The Grant term will begin on the Effective Date and will continue through December 31, 2025, unless earlier terminated as set forth in this Agreement.

3.2 If Grantee materially breaches this Agreement, Medical Center may terminate this Agreement upon thirty days prior written notice to Grantee, unless Grantee cures such default within the thirty-day period. Medical Center is not obligated to make any Donation during such period.

3.3 Notwithstanding anything to the contrary in this Agreement, Grantee acknowledges that the Donation contemplated by this Agreement is being funded through an annual distribution from an anonymous donor. If the anonymous donor ceases providing funds for any reason whatsoever, Medical Center may terminate this Agreement upon written notice to Grantee.

4. STATUS OF THE PARTIES.

4.1 Nothing in this Agreement may be construed as creating a partnership or joint venture between Medical Center and Grantee. Grantee is solely responsible for operating the Project. Medical Center shall not have control or direction over the methods by which Grantee operates these programs, and Medical Center is not obligated to provide Grantee any other financial support or benefit of any kind.

4.2 Sub-Contractors. Any sub-contractors hired to do work under this Agreement are bound by the terms of this Agreement.

4.3 Grantee shall use the following language in all reports and similar other documents relating to the Project funded with the Donation, unless Medical Center requests that Medical Center's name be removed from such materials or documents: "TFD C.A.R.E.S. is supported with funding from Ascension St. John." Grantee may also tag the hospital's social media accounts for recognition on Instagram, LinkedIn and/or Facebook at @ascensionstjohn. Grantee shall not represent, directly or indirectly, that any product, service or program provided or supported by Grantee has been approved, recommended, certified or endorsed by Medical Center. Grantee may use Medical Center's CHECS logo in accordance with the additional terms attached hereto and incorporated herein by reference as Exhibit C.

4.4 Grantee represents and warrants to Medical Center that Grantee is an Oklahoma municipal corporation that is a tax-exempt entity under the Internal Revenue Code. Grantee shall ensure that the grant made by the Medical Center under this Agreement is a gift to Grantee for tax purposes.

5. GENERAL PROVISIONS.

5.1 No Referrals Required. Nothing in this Agreement may be construed as requiring Grantee or any entity affiliated with Grantee to utilize any Medical Center St. John services or to refer or admit any patients to Medical Center St. John. The Donation is not intended to be and may not be construed as an inducement for any referrals of patients whatsoever. The

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assistance provided for in this Agreement is solely and exclusively to assist Grantee in implementing the Project to serve the residents of Medical Center's Service Area for the benefit of the community.

5.2 Entire Agreement; Amendments. This Agreement contains the entire agreement among the parties concerning the subject matter hereof and supersedes all prior agreements or understandings among them concerning the same. This Agreement may be amended only by a written agreement signed by the parties hereto.

5.3 Governing Law. This Agreement is governed by the laws of Oklahoma.

5.4 Notices. All notices required or given under this Agreement shall be in writing. A notice shall be deemed to have been given at the time when mailed by registered or certified mail or hand delivered to the individual and address listed below unless written notice is given otherwise:

If to Medical Center:

St. John Medical Center, Inc.
929 N. St. Francis St.
Wichita, KS 62714
Attn: Regional Associate General Counsel

If to Grantee:

City of Tulsa on behalf of the Tulsa Fire
Department
175 E. 2nd St. STE 865
Tulsa, OK 74103
Attn: Michael Baker

5.5 No Third-Party Rights. Except as otherwise expressly stated in this Agreement, the parties agree that they do not intend to create any enforceable rights in any other parties under this Agreement and that there are no other parties who are intended beneficiaries to this Agreement.

5.6 Waiver of Breach. The waiver by a party of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach by the waiving party.

SIGNATURES ON FOLLOWING PAGE

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The parties have executed this Agreement as of the Effective Date.

ST. JOHN MEDICAL CENTER, INC.

**CITY OF TULSA ON BEHALF OF
THE TULSA FIRE DEPARTMENT:**

Signed by:
By: Lauren Landwerlin
Name: Lauren Landwerlin
Title: President, St. John Foundation

By: _____
Name: Monroe Nichols IV
Title: Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

Mal Mel #
Assistant City Attorney

Donation Accepted by Tulsa City Council

Chairperson

Date: _____

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EXHIBIT A
PAYMENT SCHEDULE

Frequency: In accordance with the following:

- Fully signed and finalized grant agreement;
- Continued good standing with the IRS;
- Satisfactory performance toward grant deliverables;
- Semi-annual performance reports completed by stated deadlines in Exhibit B; and
- Quarterly check-in calls completed with CHECS Program Officer.

Semi-Annual Payments		
Total Grant Award	First Payment	Second Payment
For grants ≤ \$50,000	100% paid on or about January 31, 2025	N/A
For grants > \$50,000	50% paid on or about January 31, 2025	50% paid on or about July 31, 2025

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EXHIBIT B
PERFORMANCE REPORT

Frequency: Semi-annual, in accordance with the following:

The first reporting period shall cover all activity of the funded program from January 1 through June 30, 2025. The report shall be due no later than July 20, 2025. The second reporting period shall cover July 1 through December 31, 2025. The final report is due no later than January 18, 2026 and shall show measures for the final reporting period and the cumulative totals.

Performance Reports: Thirty days before the report due date, Medical Center will deliver to Grantee a Performance Report Form requesting the following information:

- Project name;
- Project manager name;
- Budget-to-actual, using the template to be provided;
- Outputs:
 - # of lives impacted
 - # of hours of intervention delivered
- Outcomes:
 - % of participants that report improved physical health and well-being
 - % of participants that report improved mental health and well-being
 - % of participants that report improved education access and quality
 - Reduced 9-1-1 utilization
 - Reduced ED utilization
- A brief summary of barriers your Project has faced;
- Changes in Project outputs, outcomes, or timeline due to barriers experienced;
- A description of efforts to include community voice throughout the Project;
- How CHECS funding has enable the organization to accomplish its objectives so far; and,
- A short success story experienced in the reporting period.

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EXHIBIT C
ADDITIONAL TERMS

1. Medical Center hereby grants a limited permission to Grantee to use Medical Center's names, trademarks, and logos, as shown in the attached Schedule 1 (hereinafter "Intellectual Property") within the United States for Grantee's website, social media, annual reports, newsletter, and printed collaterals, all solely in association with the Project (hereinafter "Approved Use"). The approved use of this material must be reviewed by the assigned program officer prior to publishing. No changes or modifications to the Intellectual Property may be made. Medical Center grants this Permission to display the Intellectual Property without any warranties expressed or implied. Grantees are expected to use intellectual property during the tenure of their spending from the funded proposal.

2. Grantee acknowledges the high standards and reputation for quality symbolized by the Intellectual Property and recognizes that the manner in which Grantee uses the Intellectual Property could have a significant effect on Medical Center's image and on the quality of Medical Center's services and products. Grantee agrees that the Intellectual Property will be used in a manner consistent with such quality standards and reputation so as to maintain the goodwill associated with the Intellectual Property.

3. Display of the Intellectual Property for purposes other than the Approved Use is expressly forbidden and will immediately cancel this Permission. In addition, Medical Center reserves the right to cancel this Permission at any time and for any reason. Upon cancellation of this Permission, use of the Intellectual Property must cease.

4. This Permission shall be non-exclusive and shall not be assignable or otherwise transferable in any manner without prior written consent by Medical Center. Grantee shall not have the right to grant any sub-permissions.

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SCHEDULE 1
INTELLECTUAL PROPERTY

The images included here are samples. Additional color options and resolutions for print or digital use are available by request to checs@ascension.org.

