

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
FIT-FOR-CONFINEMENT EXAMINATIONS SERVICES AT
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

CONTRACT NO: 73503

CONTRACT AMOUNT: \$9,500.00

CONTRACTOR: SSM Health Care St. Louis
SSM DePaul Health Center
12303 DePaul Drive
Bridgeton, Missouri 63044

FEDERAL I.D. #: 43-1704972

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2019	\$2,550.00
FY 2020	\$3,150.00
FY 2021	\$3,150.00
FY 2022	\$650.00

CONTRACT AUTHORIZED BY: ORDINANCE NO.: 70768
BUDGET ACCOUNT: 5654

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
FIT-FOR-CONFINEMENT EXAMINATIONS SERVICES AT
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

This Agreement, made and entered into this 28th day of September, 2018 (the "**Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri ("**City**" or "**Customer**") by and through St. Louis Lambert International Airport ("**Airport**") and SSM Health Care St. Louis, owning and operating SSM DePaul Health Center ("**Contractor**," "**SSM Health Care St. Louis**," or "**SSM DePaul Health Center**").

WITNESSETH THAT:

WHEREAS, City owns and operates St. Louis Lambert International Airport (the "**Airport**"); and

WHEREAS, City seeks to contract with the Contractor, for certain services described herein.

NOW, THEREFORE, in consideration of the terms, conditions, agreements, hereinafter set forth in this Agreement to be made and performed by City, the Contractor hereby promises and agrees that it will faithfully perform all the services called for by this Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.

1.0 MISSOURI UNAUTHORIZED ALIENS LAW

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Contractor, shall, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "**Missouri Unauthorized Aliens Law**"), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Contractor shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit "1"** entitled "Affidavit". Contractor's failure to comply at all times with the Missouri Unauthorized Aliens Law or the provisions of this Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein. The Contractor shall promptly and timely deliver to the City a fully executed original of the Affidavit (see Exhibit "1") including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.

2.0 AGREEMENT FOR SERVICES

This Agreement is made by and between the City of St. Louis, herein after referred to as City and SSM Health Care St. Louis owning and operating SSM DePaul Health Center, herein after referred to as Contractor, SSM Health Care St. Louis, or SSM DePaul Health Center, and their entities, do hereby enter into this Agreement in accordance with and subject to the following:

1. **Scope of Service:** Contractor will provide Fit-For-Confinement examinations as needed 24 hours a day, 365 days a year. The SSM DePaul Health Center Emergency Department staff will expedite the exam to the best of their ability.
2. City agrees that the arresting officer will remain with the patient at all times. Handcuffs will remain in place unless otherwise requested by the SSM DePaul Health Center staff.
3. **Fees For Service:** The exam rates (exclusive of all physician charges) are as follows:

Fit for Confinement Level I: Blood Draw or Urine Collection Only - \$16.20

Fit for Confinement Level II: Basic Exam - \$65.00

Fit for Confinement Level III: Extensive Exam and Injury Treatment - \$194.90

Ancillary Charges: Any ancillary charges such as X-ray, Lab, EKG, etc. will be billed at 70% of charges.

Fees for services will not exceed \$3,166.00 in a contract year. If during any contract year, fees for services above and beyond \$3,166.00 are incurred, an Amendment to this Agreement will be executed to allocate funds to cover all additional expenses.
4. **Payment:** SSM DePaul Health Center will attempt collection from the patient. If there is no remuneration within sixty (60) days', the City will be responsible for any and all charges incurred on its behalf. In the event SSM DePaul Health Center sends a patient to any facility other than SSM DePaul Health Center, the invoice for such treatment shall be billed directly to SSM DePaul Health Center. SSM DePaul Health Center shall invoice the City according to the terms of the Agreement.
5. **Terms of Agreement:** This Agreement is for a period of three (3) years commencing on September 1, 2018 and ending on August 31, 2021. This Agreement can be cancelled by either party without cause by giving thirty (30) days' written notice to the other party, with no liability to the terminating party and such termination shall be deemed a no fault cancellation.

6. In the event an officer of the Airport's Police Department responds to the hospital with a subject for Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) on Airport property, and said subject consents to either a blood or urine test, SSM Health Care St. Louis hereby agrees to retrieve the blood or urine sample and then release the sample to the officer.
7. The City and its agents and employees shall have no access to patient information. Should such access occur, the City agrees to keep such information confidential unless otherwise required by law.
8. Equal Employment Opportunity – Contractor is an equal opportunity employer. As part of its affirmative action policies and obligations, Contractor is subject to and will comply with the provisions governing federal contractors as set forth in 41 CFR 60 – 1.4(a), 41 CFR 60 – 741.5(e), and 41 CFR 60 – 250.5(a) and these regulations are hereby incorporated into this Agreement by reference.

Wherefore, agreeing to the above terms, the undersigned, on behalf of the City of St. Louis, Missouri, operating St. Louis Lambert International Airport and SSM Health Care St. Louis, owning and operating SSM DePaul Health Center, set their hand to the signature pages attached.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

SSM HEALTH CARE ST. LOUIS OWNING
& OPERATING SSM DEPAUL HEALTH CENTER

ATTEST:

Seamus Regan 8/20/18
Signature Date

Catherine J. Boechert
Signature Date 8.20.18

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT:

The foregoing Agreement was approved on this 5th day of September, 2018, by
the Airport Commission. *by resolution adopted 8/7/18*

By: *Philip Van Matre* 8/31/18
Director of Airports Date
Airport Commission at its meeting
ON August 4, 1993
Donna Pankratz
Atty. Gen.
8/30/2018

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting
on September 19, 2018.

Stephanie McGee 9/21/2018
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

John 9/4/18
City Counselor Date

Darlene Green 9/28/18
Comptroller Date

ATTESTED TO BY:

Demetrius 9-21-18
Register Date

COMPTROLLER'S OFFICE
DOCUMENT # 73503

EXHIBIT “1”

**Affidavit
(Missouri Unauthorized Aliens Law)**

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:56:34 +0000

STATE OF Missouri)
)SS.
COUNTY OF St Louis)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared, Rodney Lacy (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Rodney Lacy (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

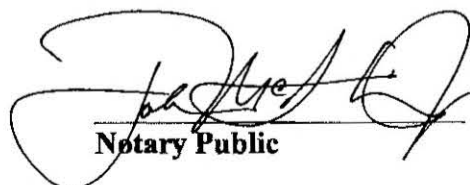
I am the HR Leader (Position/Title) of SSM Health DePaul Hospital St. Louis (Contractor).

I have the legal authority to make the following assertions:

1. SSM Health St Louis (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with _____ (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, SSM Health Care St Louis (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.


Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 20 day of August, 2018


Notary Public

My Commission Expires:

