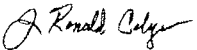


OCT 05 2009

ORDINANCE NO. 2746


City Clerk

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A LETTER OF AGREEMENT WITH ST. ELIZABETH'S HOSPITAL OF BELLEVILLE, ILLINOIS TO PROVIDE PRE-EMPLOYMENT PHYSICAL EXAMINATIONS, TESTING AND MEDICAL SERVICES AS REQUESTED BY THE CITY OF COLUMBIA, ILLINOIS.

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") has found and determined and does hereby declare that it is in the City's best interests and appropriate to employ one or more firms to provide pre-employment physical examinations, testing and medical services for potential City employees;

WHEREAS, the City Council of the City has chosen St. Elizabeth's Hospital of Belleville, Illinois as an appropriate company to provide such services at its Occupational Medicine-Monroe County Medical Building, located at 9538 Caring Way, Columbia, Illinois; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the City to enter into a Letter of Agreement to employ said firm to provide such services to the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois does hereby authorize the use of St. Elizabeth's Hospital of Belleville, Illinois' Occupational Medicine-Monroe County Medical Building to provide services as requested by the City, including pre-employment physical examinations, testing and other medical services, and does further authorize and direct the City Administrator to execute and deliver (1) a "Letter of Agreement", in the form attached hereto evidencing such employment of St. Elizabeth's Hospital of Belleville, Illinois' Occupational Medicine-Monroe County Medical Building to provide such physical examinations, testing and other medical services as requested by the City; and (2) other supplemental documentation as required by St. Elizabeth's Hospital of Belleville, Illinois to allow for such services to be provided to the City, which supplemental documentation shall include a price listing detailing the cost of each such requested service for the term of such "Letter of Agreement", which "Letter of Agreement" is hereby approved as to form, in as many counterparts as said City Administrator shall determine.

Section 3. This ordinance shall be in full force and effect from and after its passage, as provided by law.

Alderman Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Roessler, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Hejna, Oberkfell, Stumpf and

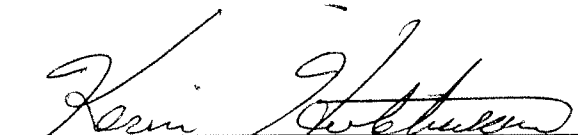
Roessler.

NAYS: None.

ABSENT: Alderman Row.

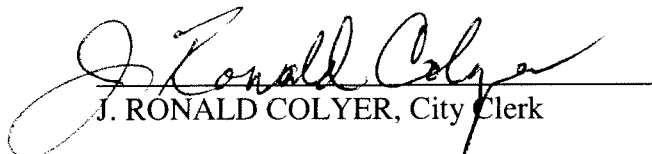
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 5th day of October, 2009.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

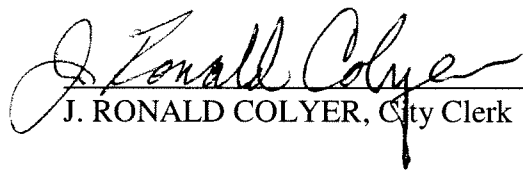
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No.2746 entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A LETTER OF AGREEMENT WITH ST. ELIZABETH’S HOSPITAL OF BELLEVILLE, ILLINOIS TO PROVIDE PRE-EMPLOYMENT PHYSICAL EXAMINATIONS, TESTING AND MEDICAL SERVICES AS REQUESTED BY THE CITY OF COLUMBIA, ILLINOIS.”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 5th day of October, 2009.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 5th day of October, 2009.



J. RONALD COLYER, City Clerk

(SEAL)

Occupational Medicine Services Agreement

Letter of Agreement

This agreement (the "Agreement"), made October 5, 2009 ("Effective Date"), by and between St. Elizabeth's Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois non-for-profit corporation located at 211 South Third Street, Belleville, Illinois, 62220, hereinafter referred to as the "Hospital" and the City of Columbia, Illinois, hereinafter referred to as the "Company".

Witnesseth:

Whereas, the Hospital is desirous of entering into an agreement with Company to perform physical examinations, drug testing, onsite nursing services, 24-hour emergency care, and follow up care for occupational injuries at the Hospital's Occupational Medicine-Monroe County Medical Building, located at 9538 Caring Way, Columbia, Illinois 62236, as requested by the Company (the "Services").

NOW THEREFORE, the parties, hereto, in consideration of the promises and covenants between them hereinafter made and entered into, mutually agree, according to the following terms and conditions hereinafter set forth, as follows:

I. The Hospital shall, as needed by the Company:

- A. Assist the Company in establishing physical examinations and drug testing, specific for the occupation / OSHA / DOT requirements.
- B. Provide physical examinations within 1-3 days.
- C. Facilitate the physical examination, laboratory work and paperwork required for Company physicals.
- D. Process, distribute, and maintain all paperwork and reports for the above tasks.
- E. Refer individuals receiving Services to their private physicians regarding non-occupational illnesses, injury, or disease.
- F. Serve as liaison to the individuals receiving Services to coordinate any additional medical care or rehabilitation that may be needed.
- G. Serve as liaison to the individual receiving Services in the emergency room to expedite care and release.
- H. Notify the designated contact within the Company of the current status, i.e., qualified, non-qualified, return to work status.

- I. Provide discounted prices for occupational medicine clinical services received in the emergency room after hours.

II. The Company shall as needed:

- A. Schedule appointment times with personnel at the Occupational Medicine-Monroe County Medical Building.
- B. Provide personnel at the Occupational Medicine-Monroe County Medical Building with an appropriate job description if requested.
- C. Notify personnel at the Occupational Medicine-Monroe County Medical Building of the individuals being sent to the emergency room.

III. It is mutually agreed by both parties that:

- A. This Agreement (i) will remain in effect for a period of one (1) year from the Effective Date and will automatically renew for successive one (1) year terms, unless terminated by either party upon advance written notice; and (ii) allows Company to use other facilities as needed.
- B. Questions of validity, execution, construction, and interpretation which may arise hereunder shall be governed by the laws of the State of Illinois.
- C. This Agreement shall be binding on all successors and assigns of the parties hereto. However, no assignment may be made without a written consent of the non-assigned party.
- D. Billing for Services rendered shall be submitted by the Hospital to the Company on a monthly basis, and shall be paid in full by the Company within thirty (30) days of receipt. **Billing will reflect those fees as set by the Hospital, and therefore no additional discounts will be applied to the Services provided.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) as indicated below.

HOSPITAL:

COMPANY:

By: _____
Kevin Shrake
President and Chief Executive Officer

By: _____
Albert G. Hudzik
City Administrator

Date: _____

Date: _____

October 5, 2009

City of Columbia, Illinois
Attn: Albert G. Hudzik, City Administrator
208 S. Rapp Avenue
Columbia, IL 62236

Dear Mr. Hudzik:

This is a letter of understanding that St. Elizabeth's Monroe County Medical Building will collect urine, hair, and/or conduct a breath alcohol test for the purposes for making chemical analysis of said sample for the presence and amount of toxicological/alcohol substances therein on the employment applicants of the City of Columbia, Illinois.

St. Elizabeth's will not conduct any drug/alcohol test without the signed consent of the applicant/employee.

Before we can begin this service for the City of Columbia, we must receive a signed copy of this letter and the completion of the Company Form and the Letter of Agreement. Both of these can be faxed to 618-281-9006 or mailed to the office.

Thank you for selecting St. Elizabeth's Monroe County Medical Building for your testing site. We offer a comprehensive and reliable testing program and welcome you as a client. As part of our service, your company will be invited to attend educational programs, and will receive certificates of attendance for personnel files. If you should ever have a question about the program, please do not hesitate to call me.

Sincerely,

Andrea Johnson-Lee
Director, Ambulatory Clinic Services

Please sign and return this letter for our records.

Name: _____

Title: _____

Date: _____

COMPANY FORM

Company Name: City of Columbia, Illinois **Date:** October 5, 2009

Address: 208 S. Rapp Avenue

City: Columbia **State:** Illinois **Zip:** 62236

Company Manager or Owner: Albert G. Hudzik, City Administrator

Telephone#: 618-281-7144, ext. 122 **Fax#:** 618-281-2980

Estimated # of employees who may need a test in any given year: 10-15 employees

Reason testing will be done: Pre-employment Post-accident
(circle all that apply)
Random Reasonable Suspicion/Cause
Other

Drug testing lab used:

Type of Test you want St. Elizabeth's to conduct:

- | | | |
|-----|---------------------------------------|----------|
| 1. | Drug Test | \$30.00 |
| 2. | Physical | \$65.00 |
| 3. | HIV | \$44.85 |
| 4. | Pre-placement test (flexibility test) | \$75.00 |
| 5. | Back X-Rays | \$198.00 |
| 6. | CBC | \$20.00 |
| 7. | EKG | \$55.00 |
| 8. | UA Dip | \$N/C |
| 9. | 26 Panel | \$35.00 |
| 10. | Chest X-Ray | \$189.00 |
| 11. | Hearing test (audio) | \$25.00 |
| 12. | Eye Exam | \$N/C |
| 13. | Lab Review | \$10.00 |
| 14. | Pulmonary function test | \$30.00 |

Drug and alcohol results are confidential. These results should be given or seen by only those who are authorized. Please indicate the one or two persons who can be given test results.

First contact _____ **Phone/Fax#** _____
Second contact _____ **Phone/Fax#** _____