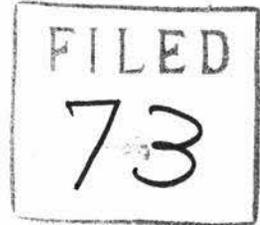


DIVISION OF MENTAL DISEASES:
CONTRACT WITH MUNICIPALITIES
FOR LABORATORY SERVICES:

The Division of Mental Diseases
can enter into a contract with
the City of St. Louis for the
furnishing of laboratory and
post-mortem services to the St.
Louis State Hospital.

January 5, 1950



Mr. B. E. Ragland, Director
Division of Mental Diseases
Department of Public Health and Welfare
Jefferson City, Missouri

Dear Mr. Ragland:

We have your recent letter in which you request reconsideration of an opinion rendered earlier by this office. Your letter is as follows:

"On May 27, 1949, you rendered an opinion to Dr. Orr Mullinax, Director, Division of Mental Diseases, Jefferson City, Missouri. This opinion was in answer to the following questions:

"(1) Can the Division of Mental Diseases enter into a contract with the Board of Education of the City of St. Louis to furnish the services of teachers to the St. Louis State Training School?

"(2) Can the Division of Mental Diseases contract with the City of St. Louis for furnishing of such laboratory and post-mortem services as said City has heretofore furnished the City Sanitarium?

"(3) Can the Division of Mental Diseases contract with the City of St. Louis for services of interns and resident physicians of the City Hospital of the City of St. Louis?

"Dr. Louis H. Kohler, Superintendent of the St. Louis State Hospital, recently requested that you reconsider the above mentioned opinion."

Mr. B. E. Ragland

We have thoroughly reconsidered this request and after an exhaustive study, have determined that the conclusions reached in the opinion of May 27, 1949, insofar as they relate to contracts for the services of teachers and physicians are correct. That is, the Division of Mental Diseases cannot enter into a contract with the Board of Education (of St. Louis) to furnish teaching services for the St. Louis Training School; nor can said Division contract with the City of St. Louis for the services of interns and resident physicians of the St. Louis City Hospital to be rendered to the St. Louis State Hospital.

However, the third question proposed (No. 2 in your letter) is whether the Division of Mental Diseases may contract with the City of St. Louis for the furnishing of such laboratory and post-mortem services as said city had heretofore been furnishing the City Sanitarium. When the opinion of May 27th was written, from the information at hand, it then appeared that the contemplated arrangement between the Division and the City would not, as to laboratory services, be essentially different from the proposed agreement as to teachers and doctors, and therefore this department ruled that it would be equally improper to make a contract for the furnishing of laboratory services. When we received the request for reconsideration, in order to give the fullest possible consideration to said request, we asked for and received a comprehensive report on the exact procedure regarding laboratory services that had been followed when the Hospital belonged to the City of St. Louis. That report contained the following letter from the Superintendent of the St. Louis State Hospital:

"Snodgras Laboratory is located at the St. Louis City Hospital. It is a separate and distinct department in the Hospital Division of the City of St. Louis and has its own Director, who at present is Dr. John A. Saxton, Jr. In accordance with the rules and regulations of the Hospital Division of the City of St. Louis, Snodgras Laboratory performs special clinical laboratory tests, surgical specimen examinations and post-mortem examinations for all the hospitals of the City of St. Louis.* This of course included the St. Louis State Hospital which prior to July 19, 1948 was known as the City Sanitarium. Because our own laboratory is not equipped to do special laboratory tests, examinations of surgical specimens and post-mortem examination, Snodgras Laboratory has continued to supply these services on the basis of those arrangements that existed prior to the transfer of our hospital to State control.

Mr. B. E. Ragland

"Each day except Sunday, a messenger from our hospital delivers specimen material with written requests for special laboratory tests to Snodgras Laboratory. The tests are performed at the Snodgras Laboratory by their technicians, and a written report of the findings is returned to our hospital.

"In the case of post-mortem examinations, the procedure is as follows: After our Medical Staff has secured an autopsy permit, Snodgras Laboratory is informed that a post-mortem examination has been scheduled. The Director, Dr. John A. Saxton, Jr., sends two physicians from his department who are pathologists to perform the autopsy which is done at the St. Louis State Hospital Morgue in the presence of those members of our Medical Staff who are interested in the case. These pathologists take with them specimens of certain organs which have been involved in the cause of death. These specimens are fixed and prepared for examination at Snodgras Laboratory and later a report of the findings is sent to us. This report is incorporated in the patient's history.

*Hospitals operated by the Hospital Division of the City of St. Louis.

"The individuals who perform the above services for the St. Louis State Hospital are members of the Department of Snodgras Laboratory and all are employed by the City of St. Louis. No particular group is assigned to handle only those requests which are made for services by the St. Louis State Hospital."

It clearly appears, then, that there is no essential or important distinction between the State Hospital contracting with a private laboratory for the furnishing of certain laboratory tests and with the State Hospital contracting for laboratory and post-mortem services to be furnished by the City of St. Louis. It is equally clear that the procedure connected with the laboratory and post-mortem services would, when it becomes the subject matter of a contract, constitute a contract for the rendering of services rather than one of employment.

Mr. B. E. Ragland

Taking into consideration then, the new information revealed by the above letter, it is our opinion that the objections to a contract for the services of teachers and physicians expressed in the former opinion are not applicable to a contract for the furnishing of laboratory and post-mortem services.

CONCLUSION

It is the opinion of this department that the Division of Mental Diseases can properly contract with the City of St. Louis for the furnishing of such laboratory and post-mortem services to the St. Louis State Hospital, as said City has heretofore furnished the City Sanitarium.

Respectfully submitted,

H. JACKSON DANIEL
Assistant Attorney General

APPROVED:

.....

J. E. TAYLOR
Attorney General