

C O N T R A C T

Between

THE UNITED STATES OF AMERICA

and

THE BOARD OF COUNTY COMMISSIONERS OF BERNALILLO COUNTY, STATE OF NEW MEXICO, AND THE BOARD OF TRUSTEES OF THE BERNALILLO COUNTY HOSPITAL.

This agreement is made this 18 day of June, 1952 between the United States of America, acting by and through the Commissioner of Indian Affairs hereinafter referred to as the Commissioner, and the Board of County Commissioners of Bernalillo County, State of New Mexico, acting for the County of Bernalillo, State of New Mexico, hereinafter referred to as the County, and the Board of Trustees of the Bernalillo County Hospital, hereinafter referred to as Trustees, WITNESSETH: that the parties hereto mutually agree as follows:

RECITALS:

(A) Joseph R. McNeary, E. A. Dow and William H. Cornelius, Jr., are the duly qualified and acting Board of County Commissioners of Bernalillo County, State of New Mexico.

(B) Charles Brunacini, Ralph Jones, Arthur Ortega, Abel Paisano and J. Martin Hayden are the duly appointed, qualified and acting Board of Trustees of the Bernalillo County Hospital, having been appointed as such by the Board of County Commissioners of Bernalillo County, New Mexico, under authority of and pursuant to Chapter 95, Laws of New Mexico 1949, Sections 15-5010, et seq., N.M., Stat. 1941 Ann.

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(C) The Commissioner and the County have made, executed and delivered a contract bearing even date herewith for constructing and equipping a hospital with isolation ward, under the authority of and pursuant to Act of Congress, approved October 31, 1949, 63 Stat. 1049, and Chapter 143, Laws of New Mexico, 1947, Sections 15-5001 et seq. N.M., Stat. 1941 and Chapter 95, Laws of New Mexico of 1949 supra, under the terms of which contract the Commissioner has agreed to participate in the cost of constructing said hospital to the extent under the terms and with the conditions and provisions of said Act of October 31, 1949, said construction contract and this contract.

(D) The Act of October 5, 1949, 63 Stat. 705, authorized the Secretary to convey to the County certain land situated in Bernalillo County, State of New Mexico, on the terms and conditions prescribed in Said Act.

(E) The parties desire to contract for the operation and maintenance of said hospital; to guarantee that said hospital when constructed shall have and make available perpetually, when required, not less than one-hundred (100) beds for Indians to provide perpetual general hospital care and medical, surgical and obstetrical care and treatment of the highest medical standard for Indians; to provide the standards which said hospital shall meet; to provide for the method by which the Commissioner will pay said Trustees for the treatment and care of Indians in and in connection with said hospital and for the other purposes specified in this and the aforesaid construction contract.

NOW, THEREFORE, IN CONSIDERATION of the conveyance by the Secretary to the County of the land referred to in paragraph (D) herein above and of the mutual promises contained herein and in the construction contract referred to in paragraph (C) hereinabove, it is agreed by and between the parties as follows:

DEFINITION OF TERMS

Unless otherwise specified, the following terms shall have the following meaning:

Secretary means the Secretary of the Interior of the United States or his authorized representative.

Commissioner means the commissioner of Indian Affairs or his authorized representative.

Indian means a person qualified, as determined by the Secretary, to receive medical, surgical and hospital care and service through or from the Bureau of Indian Affairs, under the laws of the United States and the regulations of the Secretary.

County means the Board of County Commissioners of Bernalillo County, State of New Mexico and their successors in office.

Trustees means the Board of Trustees of the Bernalillo County Hospital and their successors in office.

Hospital means the general hospital to be built and equipped pursuant to the construction contract referred to in paragraph (C) hereinabove and to be operated pursuant to this and said construction contract.

The singular shall include the plural, and the masculine shall include the feminine.

1. The County and the Trustees agree to equip, operate and maintain said hospital in a manner at all times acceptable to the Commissioner, to furnish general hospital and nursing care and provide all medical, surgical and obstetrical services and care, including outpatient, diagnostic treatment and clinical services and furnishing medicine and medical supplies to Indians.
2. The County and the Trustees agree that the equipment and operation and maintenance of the hospital and the standard of care and treatment furnished will be in accordance with the best medical and surgical practices and will meet the requirements of the American Medical Association for registration as a hospital and the requirements of the Joint Commission on Accreditation of Hospitals for unconditional approval so that the hospital will at all times be approved and accredited by said organizations. The hospital shall also meet the requirements of the State of New Mexico for license to operate as a hospital.
3. The County and the Trustees shall furnish all personnel including medical and surgical staff and facilities therefor to carry out this agreement.
4. The County and the Trustees agree to have and make available at all times when required not less than one hundred (100) beds for Indians; provided that Pueblo Indians of New Mexico shall have first call on and priority to the use of said 100 beds so reserved for Indian use. Nothing contained in this contract shall be construed as an admission or acknowledgment by the United States or any Indian or any Indian Tribe that the County, the Trustees or the

hospital would not be required to hospitalize and render treatment to Indians in and in connection with said hospital, in the absence of this contract, on the same basis as any other person would be entitled to such services. It is agreed that Indians (meaning any person of Indian blood) are, would and shall be entitled to hospitalization, treatment and accommodation in and in connection with said hospital on the same basis as any other person would be if this contract were not in effect.

5. Indians (except emergency cases) shall be admitted upon an accepted form of application bearing approval of the Area Director of the Bureau of Indian Affairs or his authorized representative. Emergency cases shall not require such prior authorization, but such authorization shall be obtained as soon after admission as is practicable.
6. The County and the Trustees agree to keep clinical records from admission to discharge conforming to the standard of records acceptable to and approved by the Joint Commission on Accreditation of Hospitals and any additional records which may be required by the Commissioner. Hospital reports concerning Indian patients under this contract will be rendered to the Commissioner on request. All records shall be the property of the hospital. The clinical history and records of Indians shall be open for inspection by authorized medical representatives of the Commissioner at all times, and all facilities of the hospital shall be open to inspection by the Commissioner without any advance notice being required. No case record shall be considered complete until it has been reviewed and signed by the attending physician.

7. Indian patients shall while in said hospital be subject to the same rules as other patients.
8. The Commissioner shall reimburse the Trustees for the care and treatment of Indians who may be admitted to or treated in or in connection with said hospital under the provisions of this contract at rates not in excess of the average annual per diem cost of operation and maintenance for the entire hospital, but in no event shall the amount of such payment by the Commissioner be less than the average annual per diem cost of operation and maintenance for eighty per centum (80%) of the beds required to be made available except as otherwise provided herein; provided that the authority of the Commissioner to make such payments shall expire on June 30, 1954; provided further that the Secretary shall report to Congress on or before December 31, 1953, his recommendations with respect to the amounts (together with the formula used in arriving at such amounts) to be paid for such purposes after June 30, 1954, provided further that the Commissioner may for temporary periods waive in writing, the requirement that 100 beds always be available for Indians, if for any temporary period such a number of beds is not needed or required and in that event the County and the Trustees hereby agree that the minimum payment hereinbefore specified shall be proportionately reduced, but no such waiver shall extend beyond the specific period stated therein and shall not affect the basic guarantee to provide and make available when required not less than one hundred beds for Indians, except for such temporary period; and provided further that if any of the beds reserved for Indians under this contract and the construction contract referred to in paragraph (C) here-

inabove shall be occupied by non-Indians, said minum payment hereinbefore provided shall be reduced in proportion to such non-Indian occupancy.

At least six months before the opening of the hospital the estimated average annual per diem cost of operation and maintenance of the entire hospital shall be determined by the Trustees and the Commissioner. On or before the 20th day of each month during the first year of the operation of the hospital, the Commissioner shall pay the Trustees at said rate for all authorized Indian patients who occupied beds in said hospital during the preceding month or for eighty per centum (80%) of the beds required to be made available for Indians during said month, whichever is higher.

In the event that any of the beds required to be made available for Indians shall have been occupied by non-Indians during the preceding month the aforesaid minimum payment shall be reduced proportionately to the one hundred (100) beds guaranteed for Indian occupancy or to such lesser number as shall have been specified in any written waiver by the Commissioner of the number of beds required to be provided and made available for Indians but not less than the average annual per diem cost of operation and maintenance of the beds actually occupied by Indians during said month.

Nothing contained herein or in any written waiver made pursuant hereto shall affect the absolute guarantee of the County and the Trustees to provide and make available when required not

less than one hundred (100) beds for Indians except for such temporary periods during which the Commissioner and the Trustees shall waive, in writing, said guarantee and during any such period the County and Trustees shall provide and make available for Indians not less than the number of beds specified in such waiver.

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After deducting all revenues received by the hospital for or on account of services to non-Indian patients, to determine the average annual per diem cost of operation and maintenance, the total cost of operating and maintaining the hospital for one year (which total cost shall be composed only of those items of cost which shall be approved by the Commissioner and in no event shall include any interest on or amortization of bonds or other indebtedness) shall be divided by the number of hospital days accrued during said year. The quotient thereof shall be the average annual per diem cost per bed of operation and maintenance of said hospital.

One hospital day is defined as the 24-hour period between 12 o'clock midnight and the following 12 o'clock midnight for each in-patient hospital admission. In computing the total number of hospital days for the individual patient the day of admission shall not be counted as a hospital day but the day of discharge shall be counted as one hospital day without regard to the hour of discharge, except that when an in-patient is admitted and discharged from the hospital on the same day it shall be counted as one hospital day.

The County and the Trustees shall submit a monthly report

prepared on a daily basis showing the date, Indian occupancy, non-Indian occupancy and the number of beds for which the trustees claim they are entitled to reimbursement from the Commissioner pursuant to this contract. Said reports for each day shall be attached to standard form 1034, made a part of the voucher, and shall be submitted monthly.

If the Commissioner shall determine that there has been a breach of any material covenant of this contract he may, in his discretion, withhold payment of any funds that would otherwise be due the Trustees under this contract. This shall be a cumulative remedy and in addition to all other remedies available to the Commissioner in law or in equity.

At the end of the first year and subsequent years of operation of the hospital, or at any date within any year fixed by the Commissioner, the Trustees shall submit to the Commissioner complete cost accounting and other data as may be required by him to enable him to determine the actual average per diem cost of operation and maintenance for the entire hospital and the actual amount that would be due the Trustees for the care and treatment of Indian patients under this contract. The Commissioner at said time shall determine whether any amounts are due to or from the Trustees under this contract and the amount thereof. Said amount so found by the Commissioner shall be paid by the Trustees to the Commissioner or by the Commissioner to the Trustees.

After the first year of operation the payments by the Commissioner shall be made on the basis of the average annual per diem cost of operation and maintenance for the preceding year, and at the end of each year the Commissioner shall determine

the actual average annual per diem cost of operation and maintenance for said year, and the accounts shall be balanced by payment to or by the Trustees as the case may be.

← # copies not included

9. The Trustees shall keep cost accounting and other bookkeeping accounts and records approved by the Commissioner. A full and complete audit by certified public accountants shall be made once each year, or at any other time on request of the Commissioner, the cost of which shall be paid from the operation and maintenance fund. Two copies of each of such audits shall be furnished the Commissioner without cost to him. The Commissioner may at his discretion audit the books, records and accounts of the Trustees and said hospital. The Commissioner shall have access at all times to the books, records, accounts and papers of the Trustees, the County and the hospital relating to said hospital and its operation.

The Commissioner shall have the right to pass on all items that enter into the average annual per diem cost of operation and maintenance and to determine whether or not any of such items are proper items to enter into such cost and to disallow any of the same if he shall so determine, but his determination shall be subject to appeal to the Secretary whose decision shall be final.

Amended 1st Amendment

10. In the event of disputes between the parties hereto arising out of this contract involving questions of fact, and insofar as the provisions herein require a determination of fact to be made, the Commissioner is hereby designated as the arbiter of

such questions and the one required to make such determination of facts but his decision thereon shall be subject to appeal to the Secretary whose decision shall be final.

11. Indians who are suspected of having an active focus of tuberculosis (reinfection type or acute primary) as found by x-ray survey or positive reaction to tubercle-protein are eligible for admission to the hospital for observation and diagnostic procedures. Should procedures reveal demonstrable active reinfection type of tuberculosis the patient may be released from the hospital pending transfer of the patient to an Indian Service Sanatorium, or other disposition, unless the patient requires immediate hospitalization, in which event he shall be kept at said hospital until other facilities are available. Should diagnostic procedures reveal no tuberculous activity, the patient should be discharged within sixty (60) days of admission unless treatment or hospitalization for some other malady is indicated in which event the patient shall be entitled to the hospitalization and treatment provided for hereunder.

12. The number of operating personnel in the various categories shall be sufficient to provide a high standard of patient care as set forth in paragraph 2. Medical staff members rendering professional service to patients shall be physicians holding the degree of Doctor of Medicine from a medical college acceptable to the Council on Medical Education and Hospitals of the American Medical Association possessing satisfactory qualifications as to training and ethical standing and licensed to practice medicine in the State of New Mexico; provided, however, that medical officers employed

by the United States may practice in said hospital without holding a license from the State of New Mexico, being limited, however, to Indian patients. Dentists who practice in the hospital shall be graduates of recognized dental colleges licensed in the State of New Mexico or those employed by the United States whose professional ability and standing are known to the staff. Staff members occupying positions as heads of departments or services shall be qualified specialists in their respective fields. Specialists positions shall be filled insofar as possible by diplomates of the appropriate specialty boards recognized by the Advisory Board for Medical Specialists and the Council on Medical Education and Hospitals, of the American Hospital Association. There shall be an experienced and well qualified Director of Nursing Services whose qualifications shall be not less than those established for Civil Service Commission positions of like responsibilities in Bureau of Indian Affairs Hospitals. The services of graduate dietitians as may be required, shall be available for the supervision of regular and special food services. If graduate dietitians are not employed, said functions shall be assumed by other competent persons in consultation with a graduate dietitian.

13. The County and the Trustees shall have final authority and responsibility for administration of the hospital. There shall be a well-qualified executive officer designated as administrator or hospital manager who, subject to the Trustees, shall be responsible for the administration of the hospital and for carrying out its policies in accordance with this contract. He should be assisted by competent personnel adequate to the needs of the institution.

14. The County and the Trustees shall equip and maintain an Out-Patient Department at said hospital, rendering dispensary and diagnostic clinic service to eligible Indian patients, where ambulatory patients can be treated and also screened for hospital admission.
15. A detention section will be maintained and operated by the Trustees for the temporary care, safekeeping, observation and treatment of mentally disturbed patients pending a court action or hearing relative to commitment of the patient to a state hospital. If the patient is adjudged to be mentally incompetent by a court, the Trustees will harbor the patient temporarily pending transfer to the state hospital.
16. Subject to the guaranteed priority for Indians as hereinbefore provided, the County and the Trustees agree that no distinction shall ever be made in the admission, accommodation or treatment of patients in or in connection with the hospital on the basis of race, religion, color, language or otherwise; that no segregation of patients on the basis of race, color, religion, language or any other non-medical ground shall ever be allowed, suffered, or permitted; that all persons entitled to admission, accommodation or treatment in or in connection with the hospital shall be admitted, accommodated and treated in the same manner with equality and without discrimination of any nature whatsoever. The County and the Trustees agree that the obligations undertaken in this paragraph are ministerial duties. The United States or any Indian Tribe, a member of which feels he has been aggrieved by violation of any of the provisions of this paragraph or any other person, including Individual Indians, who feel aggrieved

by any such violation shall have a cause of action in mandamus or for injunction in any court of competent jurisdiction to enforce the provisions of this paragraph against the County, the Trustees or any successor operator of said hospital. The County and the Trustees hereby consent to such forms of action and waive the right to object to any such actions on the ground that there are or may be adequate remedies at law, and further waive all other technical defenses relating to the form of action, it being intended hereby to give speedy remedies for the enforcement of the provisions against discrimination. The specific remedies mentioned herein shall be cumulative and are in addition to all other remedies provided for in this contract or that are or may be available in law or equity under the Constitution and Laws of the United States and of the State of New Mexico.

17. The County or the Trustees may, with the written consent of the Commissioner, permit the hospital to be operated by the State of New Mexico, or any subdivision thereof if the laws of New Mexico permit such operation. The financial cooperation provided for herein and in the construction contract is conditioned on the requirement, and the County and the Trustees agree, that, in the event the County and the Trustees agree, that, in the event the County or the Trustees or any of the successor operators of such hospital shall at any time cease or suspend or be about to cease or suspend the operation of such hospital, or if the Trustees or the County or any successor operator shall fail to provide and make available when required not less than 100 beds, except as otherwise provided herein, or shall fail to maintain the standards prescribed herein or in the

event that the Secretary, after giving the County and the Trustees thirty (30) days notice and a hearing at the end of said thirty days, (if the County or the Trustees shall, within such period, request the same in writing), shall find that there has been a willful and continuous violation of any of the provisions of paragraph 16 of this contract, the Commissioner shall enter and take over the administration of such hospital and all of its equipment and facilities and operate and maintain the same. In the event the Commissioner shall take over the administration of said hospital as herein provided, he shall, subject to the guaranteed priority for Indians as hereinbefore provided, furnish hospitalization, treatment and medical services to non-Indians who are qualified to enter and receive services in or in connection with the hospital under the laws and regulations of the County of Bernalillo and the regulations of the Trustees, provided that the County or the Trustees or the patient as the case may be, shall reimburse the United States for such services, care and treatment at rates not in excess of the average annual per diem cost of operation and maintenance for the entire hospital to be determined by the Commissioner. During his period of operation, the Commissioner may make rules and regulations governing the operation of said hospital.

If at any time after taking over the administration of the hospital by the Commissioner, the County or the Trustees shall establish to the satisfaction of the Secretary their willingness and ability to operate and maintain the hospital in accordance with the Act of October 31, 1949, this contract and the construction contract entered into between the County and the Trustees

and the Commissioner, the Commissioner shall return the administration of said hospital, equipment and facilities to the County or the Trustees for operation pursuant to the provisions of the aforesaid Act of October 31, 1949, and the terms of this contract and of the construction contract. The remedies provided in this paragraph are cumulative and shall be in addition to all other remedies available at law and in equity.

18. Neither the Secretary, the Commissioner nor the United States shall be liable for any obligations incurred in the operation and maintenance of said hospital nor for any liability incurred by or arising out of any act of neglect, omission or commission of the County, the Trustees, the hospital or any agents, servants or employees of either of them.

19. The County agrees that it will at the earliest lawful date after construction of the hospital has been commenced and continuing each year thereafter levy and collect annually sufficient taxes to pay the cost of operating and maintaining the hospital including the furnishing of medical treatment provided for herein.

20. Said hospital shall be operated and maintained by the County and Trustees without cost to the Commissioner or the United States other than as provided herein.

21. The County and the Trustees agree that they will not discriminate in the employment and retention of personnel in the operation and maintenance of said hospital on the grounds of race, religion, color, language or political affiliations. The County and the Trustees agree to set up a merit system of appointment and employment in the hospital which will be satisfactory to the

Commissioner so that employees will be selected and shall continue in employment in and in connection with the hospital on the basis of their being qualified for the work they are to do and on no other basis whatsoever. PROVIDED, HOWEVER, that the County and the Trustees agree to employ in said hospital at salaries at least equal to those being paid them at the time, all qualified employees of the Albuquerque Indian Hospital who apply for employment in the hospital covered by this contract: PROVIDED, FURTHER that the Commissioner certify that such applicants are qualified; PROVIDED, FURTHER that this paragraph shall not apply to physicians.

22. The County agrees that it will appoint at least one Pueblo Indian as a member of said Board of Trustees.
23. The expenditure of any money or the performance of any work by the United States herein provided for which may require appropriations of money by Congress shall be contingent upon such appropriation. The failure of Congress so to appropriate funds shall not cause any liability to accrue against the United States in case such funds are not so appropriated.
24. This contract shall be perpetually binding upon the County, the Trustees and their successors, and any authorized successor operator of the hospital.
25. In the event that the Commissioner at the request of the Trustees or their successor shall supply any personnel, materials or other resources for the operation of the hospital, the cost thereof, as agreed upon by the Commissioner and the Trustees or their successors, shall be deducted from any amount due and payable by the Commissioner.

26. No member of or delegate to Congress shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

27. The County and Trustees warrant that they have not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Commissioner the right to terminate the contract, or, in his discretion, to deduct from the funds to be paid the Trustees the amount of such commission, percentage, brokerage or contingent fee.

28. The County and the Trustees in performing the services required by this contract shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

29. The deed from the Secretary conveying the land to the County as a site on which to build the hospital, the contract between the Commissioner and the County for the construction of the hospital and this contract shall be executed and delivered at the same time and shall constitute a single transaction.

IN WITNESS WHEREOF, the parties that caused this instrument to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

ATTEST:

Sgd/ H. Rex Lee
Acting Commissioner of Indian Affairs

Sgd/ Ramona Montoya
Secretary

Sgd/ Joseph R. McNeary
Chairman, Board of County Commissioners

ATTEST:

Sgd/ W. H. Cornelius
Member of Board of County Commissioners

Sgd/ Abel Paisano
Secretary, Board of Trustees

Sgd/ E. A. Dow
Member of Board of County Commissioners

APPROVED AS TO FORM
this 18 day of June, 1952

Sgd/ Chas. C. Brunacini
Chairman, Board of Trustees

Sgd/ William A. Brophy
Area Counsel

Sgd/ Ralph Jones
Member of Board of Trustees

RECOMMENDED
this 18 day of June, 1952

Sgd/ Arthur D. Ortega
Member of Board of Trustees

Sgd/ C. L. Graves
Area Director

Sgd/ J. Martin Hayden
Member of Board of Trustees

A M E N D M E N T

Amendment No. 1 to Contract No. 1-1-Ind-42562

United States, Department of the Interior, Contract No. 1-1-IND-42562, made and entered into under date of June 18, 1952, by and between the Commissioner of Indian Affairs, for and on behalf of the United States of America and The Board of County Commissioners of Bernalillo County, State of New Mexico, and the Board of Trustees of the Bernalillo County-Indian Hospital covering the operation and maintenance of the Bernalillo County-Indian Hospital, Albuquerque, New Mexico, is hereby amended to substitute the following paragraph in lieu of paragraph 2, page 10:

"To determine the annual average per diem cost of operation and maintenance, the total cost of operating and maintaining the hospital for one year (which total cost shall be composed only of those items of cost which shall be approved by the Commissioner and in no event shall include any interest on or amortization of bonds or other indebtedness) shall be divided by the number of hospital days accrued during said year. The quotient thereof shall be the average annual per diem cost per bed of operation and maintenance of said hospital."

This amendment is in the best interest of the Government and is made for the reason that the contractual provision quoted above must, of necessity, be consistent with the Act of October 31, 1949 (63 Stat. 1049, as amended) which provides that the Commissioner of Indian Affairs shall reimburse the operator of the hospital "at rates not in excess of the average annual per diem cost of operation and maintenance for the entire hospital".

This modification is not intended to change, alter, modify or abrogate the original contract in any manner other than as set out herein.

IN WITNESS THEREOF, the parties hereto have subscribed their names and affixed their seals this _____ day of _____.

THE UNITED STATES OF AMERICA

By _____
Commissioner of Indian Affairs

Witnesses:

By _____
Chairman, Board of County
Commissioners

By _____
Chairman, Board of Trustees

United States, Department of the Interior, Contract No. I-1-IND-42562 made and entered into under date of June 18, 1952, by and between the Commissioner of Indian Affairs, for and on behalf of the United States of America, and the Board of County Commissioners of Bernalillo County, State of New Mexico, and the Board of Trustees of the Bernalillo County-Indian Hospital, Albuquerque, New Mexico, as heretofore amended, is further amended by adding the following paragraph to Numbered Paragraph 8 of said contract:

"Charges for services rendered to Indian patients by nonresident physicians not employees of the hospital shall not be included as a cost in computing the average annual per diem cost of operation and maintenance but shall be itemized and reported monthly as a separate reimbursable item on a form approved by the Surgeon General of the Public Health Service together with the monthly report on occupancy required to be made by this contract: Provided, That such charges shall not exceed those perscribed for the services rendered in a schedule of charges approved by the Surgeon General and shall be so certified by the Trustees. The County and the Trustees agree to prepare and submit to the Surgeon General for his approval a schedule of charges for medical and surgical services to be provided Indian patients by nonresident physicians not employees of the hospital. Such schedule may be revised from time to time by the Surgeon General on his own motion or at the request of the County and the Trustees. The services of nonresident physicians for which a charge is incurred shall be utilized only when similar services cannot be provided by members of the hospital resident staff. For the purpose of this paragraph, the phrase "hospital resident staff" means physicians, not in a training status, employed by the hospital on a full or part-time basis who are deemed by the hospital medical staff and the Board of Trustees to be competent to perform the required services and who are qualified to perform such services without supervision as perscribed by the laws of the State of New Mexico. No charge shall be made under this paragraph for services performed by physicians or internes in a training status but the cost, if any, to the hospital may be included in computing the average annual per diem cost of operation and maintenance as provided in this contract."

This amendment is in the best interest of the Government and is necessary to assure that adequate medical treatment for qualified Indians is properly provided (Comp. Gen. B-129066, dated September 18, 1956).

This modification shall be effective December 1, 1956 and is not intended to change, alter, modify or abrogate the original contract, as heretofore amended, in any manner other than as set out herein.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 15th day of January, 1957.

Witnesses:

THE UNITED STATES OF AMERICA
By _____

BOARD OF COUNTY COMMISSIONERS
BERNALILLO COUNTY, NEW MEXICO
By _____

CHAIRMAN, BOARD OF TRUSTEES
BERNALILLO COUNTY-INDIAN HOSPITAL
By _____

Amendment No. 3 to Contract No. I-1-IND-42562

United States, Department of Interior, Contract No. I-1-IND-42562 made and entered into under date of June 18, 1952, by and between the Commissioner of Indian Affairs, for and on behalf of the United States of America, and the Board of County Commissioners of Bernalillo County, State of New Mexico, and the Board of Trustees of the Bernalillo County-Indian Hospital, Albuquerque, New Mexico, as heretofore amended, is further amended by deleting the first four paragraphs of paragraph numbered 8 and substituting in lieu thereof the following paragraph:

"8. Subject to the provisions of any statute which may be enacted by Congress affecting payments by the United States to the Trustees for the care and treatment of Indians, after June 30, 1957, the Surgeon General of the Public Health Service shall reimburse the Trustees for the care and treatment of Indians who may be admitted to or treated in said hospital under the provisions of this contract at rates not in excess of the average annual per diem cost of operation and maintenance for the entire hospital."

This amendment is in the best interest of the Government and is necessary to assure that adequate hospital care and treatment for qualified Indians is properly provided.

This modification shall be effective July 1, 1957 and is not intended to change, alter, modify, or abrogate the original contract, as heretofore amended, in any manner other than as set out herein.

In witness whereof, the parties have hereunto subscribed their names this _____ day of _____, 1957.

THE UNITED STATES OF AMERICA

By _____

BOARD OF COUNTY COMMISSIONERS
BERNALILLO COUNTY, NEW MEXICO

By _____

CHAIRMAN, BOARD OF TRUSTEES
BERNALILLO COUNTY-INDIAN HOSPITAL

By _____

Witnesses:

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P
Y

MEMORANDUM OF UNDERSTANDING

Subject to Amendment No. 2, dated January 15, 1957, to Contract No. I-1-ind-42562, and the Memorandum of Understanding dated September 17, 1957, adopted in connection therewith, the following points pertaining to reimbursement for physicians' services to eligible Indian beneficiaries of the Public Health Service who are outpatients at the Bernalillo County-Indian Hospital, are hereby agreed to by and between the signatories listed below.

I

Reimbursement for Physicians' services shall be in accord with the New Mexico Medical Society Medicare Manual and Schedule of Allowances less a reduction of thirty (30) percent.

II

No payments shall be made for intern, resident, or full time medical staff services on the basis of the above stated fee schedule.

III

All charges for outpatient services are to be supported by a certification that such services were not available from the hospital resident staff.

IV

Reimbursement shall not be made for professional services in conducting such clinics as may be financed from other sources.

V

Clinics conducted for which the professional services of physicians shall be compensated are Arthritic, Dermatology, Gynecologic, Genito-Urinary, Internal Medicine, Orthopedic, and Pediatric.

VI

Whenever new clinics are organized and conducted in the future whereby reimbursement for physicians' services should be made it is understood that upon mutual agreement this Memorandum of Understanding will be amended.

VII

Patients shall be cared for in the clinics listed in Section V above only upon the prior written authorization of the Public Health Service, or a referral by a specifically designated U. S. Public Health Service representative. Referrals may be directly from Medical Officers in Charge of Public Health Service Facilities within the jurisdiction of the Albuquerque Area Office, Division of Indian Health.

VIII

Reimbursement shall be made on a monthly basis upon submission of invoices by the Bernalillo County-Indian Hospital. Invoices shall reflect the name of the clinic, name and address of patient, tribe, dates of service, name of physician rendering clinic services, applicable fee schedule code number, and itemized fees.

IX

The effective date of this Memorandum of Understanding shall be January 1, 1959.

3/13/59

Date

/s/ W. W. Kreidelbaugh, M. D.
For the Medical Staff, Bernalillo County-
Indian Hospital

3-18-59

Date

/s/ D. E. Woodward
For the Board of Trustees, Bernalillo
County Indian Hospital

3/26/59

Date

/s/ Henry W. Kassel, M. D.
For the U. S. Public Health Service,
Division of Indian Health

May 4 1959

Date

/s/ L. E. Burney
Surgeon General
U. S. Public Health Service

P. 19

Amendment No. 3 to Contract No. I-1-IND-42562

United States, Department of the Interior, Contract No. I-1-IND-42562 made and entered into under date of June 18, 1952, by and between the Commissioner of Indian Affairs, for and on behalf of the United States of America, and the Board of County Commissioners of Bernalillo County, State of New Mexico, and the Board of Trustees of the Bernalillo County-Indian Hospital, Albuquerque, New Mexico, as heretofore amended, is further amended by deleting the first four paragraphs of paragraph numbered 8 and substituting in lieu thereof the following paragraph:

"8. Subject to the provisions of any statute which may be enacted by Congress affecting payments by the United States to the Trustees for the care and treatment of Indians, after June 30, 1957, the Surgeon General of the Public Health Service shall reimburse the Trustees for the care and treatment of Indians who may be admitted to or treated in said hospital under the provisions of this contract at rates not in excess of the average annual per diem cost of operation and maintenance for the entire hospital. "

This amendment is in the best interests of the Government and is necessary to assure that adequate hospital care and treatment for qualified Indians is properly provided.

This modification shall be effective July 1, 1957 and is not intended to change, alter, modify, or abrogate the original contract,

as heretofore amended, in any manner other than as set out herein.

In witness whereof, the parties have hereunto subscribed
their names this _____ day of _____, 1957.

The United States of America

Witnesses:

By _____

Board of County Commissioners
Bernalillo County, New Mexico

By _____

Chairman
Board of Trustees
Bernalillo County-Indian Hospital

By _____

Amendment No. 2 to Contract No. I-1-ID-42562

United States, Department of the Interior, Contract No. I-1-ID-42562 made and entered into under date of June 12, 1952 by and between the Commissioner of Indian Affairs, for and on behalf of the United States of America, and the Board of County Commissioners of Bernalillo County, State of New Mexico, and the Board of Trustees of the Bernalillo County-Indian Hospital, Albuquerque, New Mexico, as heretofore amended, is further amended by adding the following paragraph to numbered paragraph 3 of said contract:

"Charges for services rendered to Indian patients by nonresident physicians not employees of the hospital shall not be included as a cost in computing the average annual per diem cost of operation and maintenance but shall be itemized and reported monthly as a separate reimbursable item on a form approved by the Surgeon General of the Public Health Service together with the monthly report on occupancy required to be made by this contract: Provided, That such charges shall not exceed those prescribed for the services rendered in a schedule of charges approved by the Surgeon General and shall be so certified by the Trustees. The County and the Trustees agree to prepare and submit to the Surgeon General for his approval a schedule of charges for medical and surgical services to be provided Indian patients by nonresident physicians not employees of the Hospital. Such schedule may be revised from time to time by the Surgeon General on his own motion or at the request of the County and the Trustees. The services of nonresident physicians for which a charge is incurred shall be utilized only when similar services cannot be provided by members of the hospital resident staff. For the purposes of this paragraph, the phrase "hospital resident staff" means physicians, not in a training status, employed by the hospital on a full or part-time basis who are deemed by the hospital medical staff and the Board of Trustees to be competent to perform the required services and who are qualified to perform such services without supervision as prescribed by the laws of the State of New Mexico. No charge shall be made under this paragraph for services performed by physicians or internes in a training status but the cost, if any, to the hospital may be included in computing the average annual per diem cost of operation and maintenance as provided in this contract."

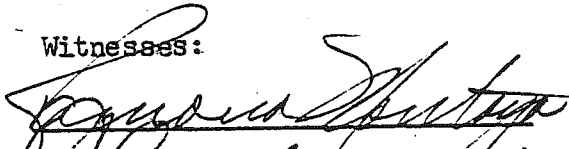
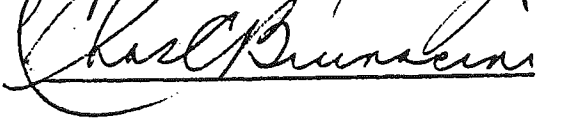
This amendment is in the best interests of the Government and is necessary to assure that adequate medical treatment for qualified Indians is properly provided (Comp. Gen. B-129066, dated September 18, 1956).

This modification shall be effective December 1, 1956 and is not intended to change, alter, modify or abrogate the original contract, as heretofore amended, in any manner other than as set out herein.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ___ day of _____, 1956.

The United State of America

Witnesses:

By _____

Board of County Commissioners
Bernalillo County, New Mexico

By  _____

Chairman
Board of Trustees
Bernalillo County - Indian Hospital

By  _____

Chairman

A M E N D M E N T

Amendment No. 1 to Contract No. 1-1-Ind-42562

United States, Department of the Interior, Contract No. 1-1-IND-42562 made and entered into under date of June 18, 1952 by and between the Commissioner of Indian Affairs, for and on behalf of the United States of America and The Board of County Commissioners of Bernalillo County, State of New Mexico and the Board of Trustees of the Bernalillo County Hospital covering the operation and maintenance of the Bernalillo County-Indian Hospital, Albuquerque, New Mexico, is hereby amended to substitute the following paragraph in lieu of paragraph 2, page 10:

"To determine the average annual per diem cost of operation and maintenance, the total cost of operating and maintaining the hospital for one year (which total cost shall be composed only of those items of cost which shall be approved by the Commissioner and in no event shall include any interest on or amortization of bonds or other indebtedness) shall be divided by the number of hospital days accrued during said year. The quotient thereof shall be the average annual per diem cost per bed of operation and maintenance of said hospital."

This amendment is in the best interests of the Government and is made for the reason that the contractual provision quoted above must, of necessity, be consistent with the act of October 31, 1949 (63 Stat. 1049, as amended) which provides that the Commissioner of Indian Affairs shall reimburse the operator of the hospital "at rates not in excess of the average annual per diem cost of operation and maintenance for the entire hospital."

This modification is not intended to change, alter, modify or abrogate the original contract in any manner other than as set out herein.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals this _____ day of _____.

THE UNITED STATES OF AMERICA

By _____
Commissioner of Indian Affairs

By _____
Chairman, Board of County
Commissioners

By _____
Chairman, Board of Trustees

Witnesses:
