

11-2004

Agreement Between Indian Health Service and the University of New Mexico Hospitals

Regents University of New Mexico

Board of County Commissioners County of Bernalillo

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LEASE AGREEMENT FOR OPERATION AND LEASE OF COUNTY HEALTHCARE FACILITIES

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BERNALILLO, a political subdivision of the State of New Mexico (the "County" or the "Commissioners"), and the REGENTS OF THE UNIVERSITY OF NEW MEXICO, a state educational institution named in Article 11, Section 12 of the New Mexico Constitution (the "University" or the "Regents"), agree:

I. RECITALS

- A. The County is the owner of a tract of land in the City of Albuquerque, New Mexico, described in Exhibit A attached hereto (the "County Property")...
B. The University owns the portions of land and buildings not owned by the County and comprising the Hospital. Those portions leased to the County under a ground lease dated March 9, 1967...
C. The University is the owner of a tract of land described in Exhibit C attached hereto (the "University's Mental Health Center Property")...
D. The University's Mental Health Center Property is improved with a facility owned by the County and known as the "Bernalillo County Mental Health Center - Mental Retardation Center"...

Distributed by Judy 6/12/99



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- E. The University operates the Hospital under a lease agreement between the County as Landlord and the University as Tenant (the "Hospital Lease"), dated January 24, 1978, and amended with effective dates of July 1, 1978, December 1, 1981, January 1, 1985, and January 9, 1989.
- F. The County is owner of a tract of land adjacent to the County Property that is subject to a permanent easement in favor of the University for a portion of the University of New Mexico Cancer Research and Treatment Center (the "Cancer Center Easement"), as described in Exhibit D.
- G. Pursuant to the Hospital Lease, the University is responsible for operation of the Hospital as teaching, research, and patient care facilities, serving residents of the County and the entire State of New Mexico.
- H. The University operates the Mental Health Center under a joint powers agreement, pursuant to the New Mexico Joint Powers Act, Sections 11-1-1 *et seq.* NMSA 1978, as amended, between the County and the University, dated January 6, 1967, and amended on June 17, 1968, and November 30, 1977 (the "Mental Health Center Joint Powers Agreement").
- I. Pursuant to the Mental Health Center Joint Powers Agreement, the University is responsible for operation of the Mental Health Center as teaching, research, and patient care facilities, serving residents of the County.
- J. The County and the United States of America (the "Federal Government") have entered into an agreement dated June 18, 1952, as amended (the "Federal Contract"), which obligates the County to provide medical care for Indian patients, pursuant to the terms and conditions of the Federal Contract. Under the Hospital Lease, the University has agreed to receive and treat Indian patients in accordance with the Federal Contract, as amended. The Federal Contract is attached to, and incorporated by reference in this Agreement, as Exhibit E.
- K. The Hospital Lease and the Federal Contract provide that the County will support operation and maintenance of the Hospital through a mill levy approved by registered, qualified voters of the County, as permitted by Section 4-48B-1 *et seq.* NMSA 1978, as amended (the "Hospital Funding Act").
- L. On November 3, 1992, the registered, qualified voters of the County approved a tax levy of four and three-tenths (4.3) mills each year for a maximum of eight (8) years on each dollar of assessed value of property in the County, specifically for the continued operation and maintenance of the Hospital (the "Hospital Mill Levy"). The Hospital Mill Levy authorization expires on December 31, 2000.



- M. The Mental Health Center Joint Powers Agreement provides that the County will use its best efforts to make funds available for the cost of services provided by the Mental Health Center. The County supports operation and maintenance of the Mental Health Center through a mill levy approved by registered, qualified voters of the County.
- N. On November 3, 1992, the registered, qualified voters of the County approved a tax levy of one-half (0.5) mill each year for a maximum of eight (8) years on each dollar of assessed value of property in the County, specifically for the continued operation and maintenance of the Mental Health Center (the "Mental Health Center Mill Levy"). The Mental Health Center Mill Levy authorization expires on December 31, 2000.
- O. The Hospital is licensed by the New Mexico Department of Health (the "DOH") as a general acute care hospital. The Mental Health Center is licensed by the DOH as part of the Hospital, and is certified for purposes of Medicare and Medicaid reimbursement as a distinct part psychiatric unit of the Hospital.
- P. The Hospital and the Mental Health Center are accredited on a systemwide basis by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") as clinical components of the University's Health Sciences Center ("HSC"), along with other clinical facilities operated by the HSC.
- Q. The County and the University are empowered by the Hospital Funding Act to enter into this Lease Agreement ("Agreement") for purposes of operating and maintaining the Hospital and the Mental Health Center in accordance with the provisions of the Hospital Funding Act.
- R. The County and the University now desire to enter into this Agreement, which parties deem to be both a lease and a health care facilities contract as defined in the Hospital Funding Act, under which the University will lease the County Improved Property, as defined in Subsection II-A of this Agreement, and will operate and maintain the Hospital and the Mental Health Center for the term of this Agreement. This Agreement will supersede and replace the Hospital Lease Agreement, the Mental Health Center Joint Powers Agreement, the County's Hospital Ground Lease, the University's Hospital Ground Lease, and the Mental Health Center Ground Lease, all of which will terminate on the effective date of this Agreement, except as provided in Subsection X-D of this Agreement. The Cancer Center Easement is permanent and will remain in effect in accordance with its terms, and is therefore not superseded and replaced by this Agreement but is incorporated by reference into this Agreement.



II. LEASE

- A. **County Property.** The County hereby leases to the University the County Property, as described in Exhibit A, including all buildings, improvements and fixtures, and all equipment, furnishings and movable property belonging to the County presently located in or on the County Property. The County also leases to the University all buildings, improvements and fixtures, and all equipment, furnishings and movable property belonging to the County presently located in or on the University's Hospital Property and the University's Mental Health Center Property, as described in Exhibits B and C. All property hereby leased to the University under this Agreement is hereinafter called the "County Improved Property."
- B. **Consideration.** The University will pay the County as rent for the County Improved Property the sum of \$1.00 per year, pursuant to the Hospital Funding Act. The University will deliver payment for the entire term of this Agreement, as defined in Section IV-A of this Agreement, to the County at the address provided in Section XI-K of this Agreement, on or before the effective date of this Agreement. The University will deliver payment for the entire renewal term of this Agreement, if the option described in Section IV-A is exercised by the University, to the County at the address provided in Section XI-K of this Agreement, on or before the effective date of the renewal.
- C. **Representations.** The University represents that the University has examined the County Improved Property to the satisfaction of the University prior to execution of this Agreement and knows the condition of the County Improved Property, and acknowledges that the University has received the County Improved Property in good order and condition and that no representation or warranty as to the condition or repair of the County Improved Property has been made by the County.

III. ASSUMPTION

- A. The University hereby expressly assumes, for the term of this Agreement, the County's responsibilities and obligations pursuant to the Federal Contract, as amended, including the furnishing of medical treatment to Native Americans as required by the Federal Contract, with the exception of the County's obligation to levy and collect sufficient taxes to pay the cost of operating and maintaining the Hospital, as the Regents do not have the constitutional power under Article VIII, Section 9 of the New Mexico Constitution to levy and collect taxes.
- B. In recognition of the obligations of the County and the University under the Federal Contract, the County and the University will coordinate with the New



Mexico All Indian Pueblo Council and the United States Indian Health Service in fulfilling the terms of this Agreement.

IV. TERM

- A. This Agreement will begin on July 1, 1999, and will terminate on June 30, 2020, unless earlier terminated by mutual agreement of the parties or as otherwise provided in this Agreement. The County grants the University the option to renew or extend the Agreement for a further term of twenty (20) years beginning at the expiration of the initial term, for the same rent, and under the same terms and conditions then existing; provided, however, that notice of the exercise of such rights and option will be given by the University to the County on or before April 15, 2020. During the initial term and the renewal term of this Agreement, either party shall have the right to reopen the terms and conditions of this Agreement and to propose changes to this Agreement which the other party shall discuss in good faith. Such notice may be given during the first three months of 2006, 2014, 2022, 2030 and 2038.
- B. This Agreement will not be effective unless and until approved by the authorized federal agency (the "Federal Agency") pursuant to the Federal Contract and by New Mexico Department of Finance and Administration and New Mexico Board of Finance (the "State Agencies"), if required by law.

V. GOVERNANCE

- A. The University will have the exclusive responsibility and authority to control and manage the Hospital/Mental Health Center in accordance with the terms of this Agreement. Consistent with the Regents' constitutional and statutory responsibilities, the Regents will retain the right to consider, determine, and act upon any matter relating to the Hospital/Mental Health Center and other HSC patient care facilities. Consistent with provisions of this Agreement and for purposes of compliance with federal and state laws and regulations and JCAHO (or successor) accreditation standards applicable to healthcare facilities, the Regents will be deemed to be the ultimate governing body of the Hospital/Mental Health Center and other HSC patient care facilities.
- B. The University and the County will establish a combined nine-member governing board (the "Board") for the non-research, non-educational clinical operations of the HSC patient care facilities, including the Hospital/Mental Health Center, with such authority and powers as are delegated to the Board by Regents' policy and consistent with applicable federal and state laws and regulations and accreditation standards. The initial delegation of authority and powers of the Board is set forth in Exhibit F, which is incorporated herein. Neither the Regents nor the Board



itself may change this delegation without prior notification to the County and consultation with the County if the County requests such consultation. The Regents will have authority to appoint seven of the Board members, and the Commissioners will have the authority to appoint two of the Board members. At least one Regent-appointed member of the Board will be a Pueblo Indian, as required by the Federal Contract. Voting Board members will not include County Commissioners or Regent members. Not more than one physician from the active HSC Medical Staff may be appointed to the Board by the Regents. Board members will be appointed for staggered terms of three years or less, and will be appointed in such a manner that the terms of not more than three members expire on June 30 of each year. Board members who have served one full three-year term may be reappointed for not more than one additional consecutive three-year term. The Regents and the Commissioners shall have the right to appoint one or more non-voting ex officio members to the Board, in addition to those ex officio members noted in the bylaws of the Board.

- C. The Regents will delegate responsibility to the Board for coordination with and oversight of any advisory/advocacy boards existing or created for clinical operations of other HSC patient care facilities, and will establish reporting mechanisms between those advisory/advocacy boards and the Board. The Board may establish subcommittees of the Board to address issues specific to particular clinical facilities of the HSC or for other purposes, as it deems appropriate.
- D. The Regents and the Board will establish mechanisms to provide periodic discussions between the Regents and the Commissioners at least annually regarding Hospital/Mental Health Center operations and quality of care, and to promptly notify the Commissioners of any circumstances that might adversely affect the ability of the University to provide medically necessary care to medically indigent patients of the County, as described in Section VII-E of this Agreement.

VI OBLIGATIONS OF THE COUNTY

- A. The County will exercise its constitutional and statutory powers as authorized by the Hospital Funding Act to provide to the University the Hospital Mill Levy and the Mental Health Center Mill Levy support authorized by the Bernalillo County electorate in the November 1992 general election for operation and maintenance of the Hospital/Mental Health Center. During the term of this Agreement, and to the extent of its authority, the County will continue to impose the Hospital Mill Levy and the Mental Health Center Mill Levy (to the extent authorized by the electorate), segregate all taxes collected thereunder together with all sums received by it for operation and maintenance of the Hospital/Mental Health Center, whether by appropriation, taxation, grant, donation or otherwise, and pay all such revenues over to the University.

- B. The County shall use its best efforts to obtain approval of the Bernalillo County electorate to continue to provide such mill levy support to the University for operation and maintenance of the Hospital/Mental Health Center after expiration of the current authorization and any successive authorizations for the Hospital Mill Levy and the Mental Health Center Mill Levy.
- C. The County will provide to the University any reports of inspections conducted pursuant to Subsection VII-I of this Agreement.
- D. The County will grant to the University the quiet and peaceable possession of the County Improved Property during the term of this Agreement.

VII. OBLIGATIONS OF THE UNIVERSITY

- A. The University will operate the Hospital/Mental Health Center for purposes of providing healthcare services and for medical education and research purposes, and for purposes incidental thereto.
- B. The University may change the business name of the Hospital/Mental Health Center if the County consents, and the County will not unreasonably withhold its consent.
- C. The University will devote the revenues of the Hospital Mill Levy and the Mental Health Center Mill Levy solely to the operation, maintenance, improvement and conduct of the Hospital and Mental Health Center and their services. The University will provide an annual accounting to the County of expenditures of the Hospital Mill Levy and Mental Health Center Mill Levy, and any successor mill levies.
- D. The University will adhere to terms of the Federal Contract and associated federal law, for provision of medical care to Native American patients.
- E. As long as the Hospital Mill Levy and Mental Health Center Mill Levy, or successor mill levies, are provided by the County to the University for operation and maintenance of the Hospital/Mental Health Center, the University will continue to provide the same medically necessary care for medically indigent residents of Bernalillo County who seek care at the Hospital/Mental Health Center that is provided to other patients of the Hospital/Mental Health Center, to the extent of available resources and funds, excepting those government or private grants and/or funds directed to teaching, research or other restricted purposes. In the event that patient care is curtailed because there are insufficient funds or other resources available for patient healthcare or because of any other reason, medically



necessary healthcare for such indigent patients shall not be curtailed to a greater extent than such healthcare for any other patients, and those indigent patients shall continue to receive the same level of medically necessary healthcare as non-indigent patients. Medically necessary care provided by the University will continue to include the full continuum of adult and pediatric care provided by the Hospital/Mental Health Center and other HSC clinical facilities and programs, encompassing, for example, medical and surgical care, diagnostic procedures, psychiatric and mental health care, substance abuse services, rehabilitation, cancer treatment, home health services, and hospice care, and including professional as well as technical services and all services required to be provided under a health care facilities contract pursuant to the Hospital Funding Act.

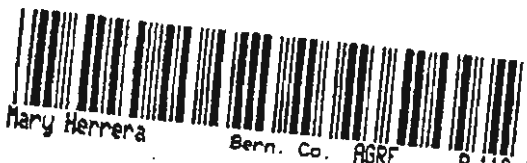
- F. The University will operate the Hospital/Mental Health Center as part of an integrated health care delivery system consisting of all HSC patient care facilities, and will adhere to standards of the JCAHO or successor and applicable standards of organizations responsible for accreditation of health care professional educational programs, as long as resources are reasonably available so as to make it possible to comply with such standards. The use and operation of the Hospital/Mental Health Center will comply with all applicable laws, rules and regulations of the federal and state governments. The University will ensure that quality and utilization of care provided at the Hospital/Mental Health Center are consistently and systematically monitored in accordance with applicable JCAHO or successor standards and federal and state laws and regulations, as well as prevailing standards of care in comparable healthcare institutions.
- G. The University will prepare and submit to the County annual total budgets for the Hospital/Mental Health Center, which will include anticipated receipts from the Hospital Mill Levy and the Mental Health Center Mill Levy, and any successor mill levies. Such annual budgets will be prepared in accordance with accepted hospital accounting procedures, and will be submitted to the County a reasonable time in advance of the beginning of each fiscal year.
- H. The University will keep records of the financial affairs of the Hospital/Mental Health Center in accordance with principles of accounting generally accepted by the hospital industry and in accordance with applicable laws or regulations. The University will have the financial affairs of the Hospital/Mental Health Center audited at least once each year and will comply with New Mexico laws governing audits of public entities. Copies of annual audits will be furnished to the County as soon as they become available.
- I. The University will permit authorized representatives of the County to inspect the County Improved Property and the University's accounts and records pertaining to financial affairs of the Hospital/Mental Health Center during regular business hours

but not to the extent of any unreasonable interference with the University's operations or obligations.

- J. The University will maintain the County Improved Property in good order and repair during the term of this Agreement, or any extension or renewal thereof, at the University's expense, except as otherwise provided in Section VIII-A of this Agreement, and will repair and replace promptly any and all damage that may occur from time to time. Upon termination of this Agreement, the University will return possession of the County Improved Property to the County in as good order and condition as when the University assumed possession under this Agreement, except for deterioration caused through reasonable use and wear; alterations, improvements or additions made pursuant to the terms of this Agreement.
- K. The University will account for the County's movable property in accordance with applicable standards, laws and regulations.
- L. The University will pay all lawfully imposed permit fees, license fees and utility service charges of whatever nature applicable to operation of the Hospital/Mental Health Center.
- M. The University will not use or pledge the reserves of the Hospital/Mental Health Center for any purpose which is not in the ordinary course of the operations of the Hospital/Mental Health Center without the consent of the County. In addition, if it becomes apparent that the Hospital/Mental Health Center has incurred or is projected to incur a loss for any fiscal year which will require the reserves to be used to cover part or all of such loss, the University will immediately notify the County.

VIII. IMPROVEMENT, CONSTRUCTION, OWNERSHIP OF FACILITIES

- A. The University may renovate and/or procure equipment for existing Hospital/Mental Health Center buildings pursuant to the Regents' authority under applicable laws and regulations and subject to the availability of resources. The County will not be obligated to pay for such renovation or equipment unless the Commissioners choose to authorize County bond issues or other County funding to finance those capital improvements for the Hospital/Mental Health Center. Ownership of any fixtures resulting from such renovation will be vested in the entity that owns the building, regardless of which entity paid for the renovation. Ownership of any equipment or other capital improvements that are not fixtures will be vested in the entity that purchased the equipment or capital improvements.



- B. The University may construct new buildings for use by the Hospital/Mental Health Center pursuant to the Regents' authority under applicable laws and regulations and subject to the availability of resources. The County will not be obligated to pay for such new buildings unless the Commissioners choose to authorize County bond issues or other County funding to finance those new buildings for the Hospital/Mental Health Center. Ownership of any such new building will be vested in the entity that paid for the construction of the new building subject to the ownership of the ground on which such buildings are located.

IX. LIABILITY

- A. The County will not be responsible for legal liabilities incurred in connection with the use and operation of the Hospital/Mental Health Center by the University. All issues regarding damage to persons or property arising from any cause whatsoever, and occurring in any manner in or about the County Improved Property, will be the responsibility of the University. The University will comply with the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978 as amended, and will provide for professional, general, property and other forms of liability coverage for use and operation of the Hospital/Mental Health Center by the University in accordance with the New Mexico Tort Claims Act and other applicable New Mexico laws and regulations. The University will also provide insurance coverage for the premises occupied by the Hospital/Mental Health Center against fire and other risks as required by applicable state laws and regulations, and will maintain fire and extended coverage insurance for replacement cost of those premises. If the premises are totally or partially destroyed by fire, earthquake, or other disaster, then the University will rebuild or repair the premises in as good condition as they were in immediately prior to such disaster, to the extent that coverage is available.
- B. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees. The liability of both parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

X. TERMINATION

- A. This Agreement may be terminated pursuant to a written agreement between the parties.

- B. For breach of Subsection VI-A or VI-B, the University may terminate this Agreement by giving written notice to the Commissioners at least 30 days in advance of the termination date proposed in the notice.
- C. If either party fails to comply with the terms and conditions of this Agreement within 90 days after receiving written notice of a breach from the other party (or fails to begin steps to comply in good faith as to matters that cannot be reasonably cured within 90 days and to diligently continue such steps), the non-breaching party may declare this Agreement terminated by giving the other party written notice at least 90 additional days in advance of the termination date proposed in the notice.
- D. Upon expiration of the term of this Agreement, or any renewal or extension thereof, the University will promptly vacate the County Improved Property, and no holding over by the University, whether with or without the consent of the County, will operate to extend or renew this Agreement. Any such holding over will be construed as a tenancy from month to month at the monthly rental payable at the time immediately prior to the date that such holding over began, and such tenancy will be subject to the terms and conditions of this Agreement.
- E. In the event of termination for any reason and at any time, the County's Hospital Ground Lease, the University's Hospital Ground Lease, and the Mental Health Center Ground Lease will be reinstated in accordance with their terms as they exist on the date of this Agreement.

XI. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all previous agreements regarding the subject matter of this Agreement, written or oral, between the parties, except as otherwise provided in this Agreement.
- B. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties, and approved by the Federal Agency and the State Agencies, if required.
- C. **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without prior written consent of the other party; provided, however, that this provision does not impair the ability of the University to enter into contractual arrangements with other parties in the normal course of business for support of operation of the



Hospital/Mental Health Center, provision of healthcare services or other purposes. The University will not sublease any portion of the County Improved Property to any other party without prior written consent by the County and, if required, prior approval by the Federal Agency and the State Agencies.

- D. **Governing Law.** This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.
- E. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
- F. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law; provided, however, that if a change in law requires material modifications to this Agreement and those modifications have material adverse effects upon either party in fulfilling other terms of this Agreement, then the parties will enter into good faith negotiations to modify the Agreement so as to conform the Agreement with applicable law in a manner that minimizes adverse effects on either party.
- G. **Cooperation and Dispute Resolution.** If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.
- H. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.
- I. **Remedies for Breach.** The parties may resort to any remedy available at law or equity, including specific performance, to enforce the terms and conditions of this Agreement.
- J. **Further Assurances.** The parties will, without additional consideration, execute and deliver any other documents and take any other action necessary or appropriate and reasonably requested by the other to carry out the intent and purpose of this Agreement.
- K. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:



To the University at: The University of New Mexico
Health Sciences Center
Health Sciences and Services Building, Suite 302
Albuquerque, New Mexico 87131-5001
Attention: Vice President for Health Sciences

To the County at: County of Bernalillo
One Civic Plaza N.W.
Albuquerque, New Mexico 87103
Attention: County Manager


L. **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the County and the University.

COUNTY OF BERNALILLO:

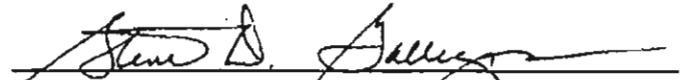
BOARD OF COUNTY COMMISSIONERS



TOM RUTHERFORD, Chair

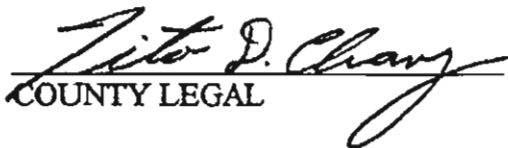


BARBARA J. SEWARD, Vice Chair



STEVE D. GALLEGOS, Member

APPROVED:

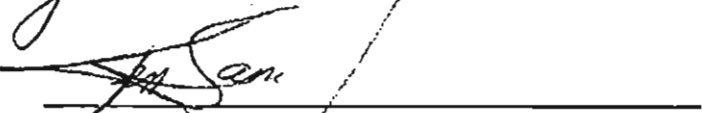


LITO D. CHANG
COUNTY LEGAL

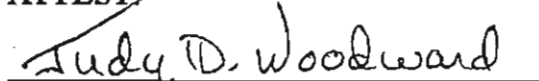


LES HOUSTON, Member

ATTEST:



KEN SANCHEZ, Member



JUDY D. WOODWARD, Clerk
Dated: 6/8/99



REGENTS OF THE UNIVERSITY OF NEW MEXICO

By: [Signature] Date: 6-15-99
Larry D. Willard
President

Attest: [Signature] Date: 6-16-99
Mary A. Tang
Secretary

APPROVED:

[Signature]
UNIVERSITY COUNSEL

APPROVED:

NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION:

By: [Signature]
Title: SECRETARY
Date: 8/12/99

APPROVED:

NEW MEXICO BOARD OF FINANCE:

By: [Signature]
Title: MEMBER
Date: 8/12/99

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Mary Herrera Benn. Co. AGRE R 119.00 Bk-A06 Pg-9871

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on June 15, 1999,
by Larry D. Willard, President of the Board of Regents of the University of New
Mexico, a body corporate of the State of New Mexico.

Kim Donquillo
NOTARY PUBLIC

My commission expires:

7-14-2001



Mary Herrera

Bern. Co. AGRE

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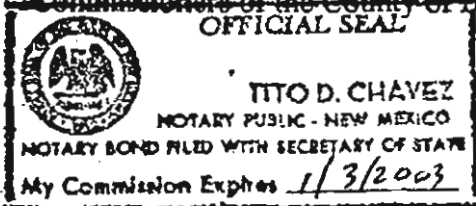
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STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on June 8, 1999, by TOM RUTHERFORD, Chair; BARBARA J. SEWARD, Vice-Chair; STEVE D. GALLEGOS, Member; LES HOUSTON, Member; and KEN SANCHEZ, Member, of the Board of County Commissioners of the County of Bernalillo, a political subdivision of the State of New Mexico.



Tito D. Chavez
NOTARY PUBLIC

My commission expires:
1/3/2003

Mary Herrera Bern. Co. AGRE R 119.00 Bk-A86 Pg-9871
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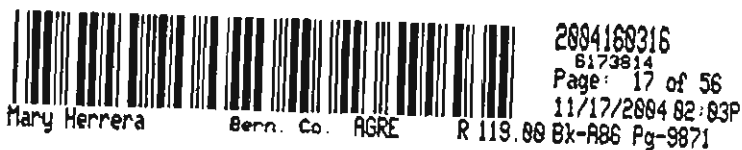
EXHIBIT A

COUNTY PROPERTY DESCRIPTION

A certain tract of land situate within the southwest one-quarter of Section 15, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico. Said tract being a portion of a 5.408 acre tract of land described in the Deed between the United States of America and the County of Bernalillo recorded in the office of the County Clerk of Bernalillo County, New Mexico on July 11, 1952 in Book D212 page 11, together with a vacated portion of Stanford Drive and being more particularly described by record bearings as follows:

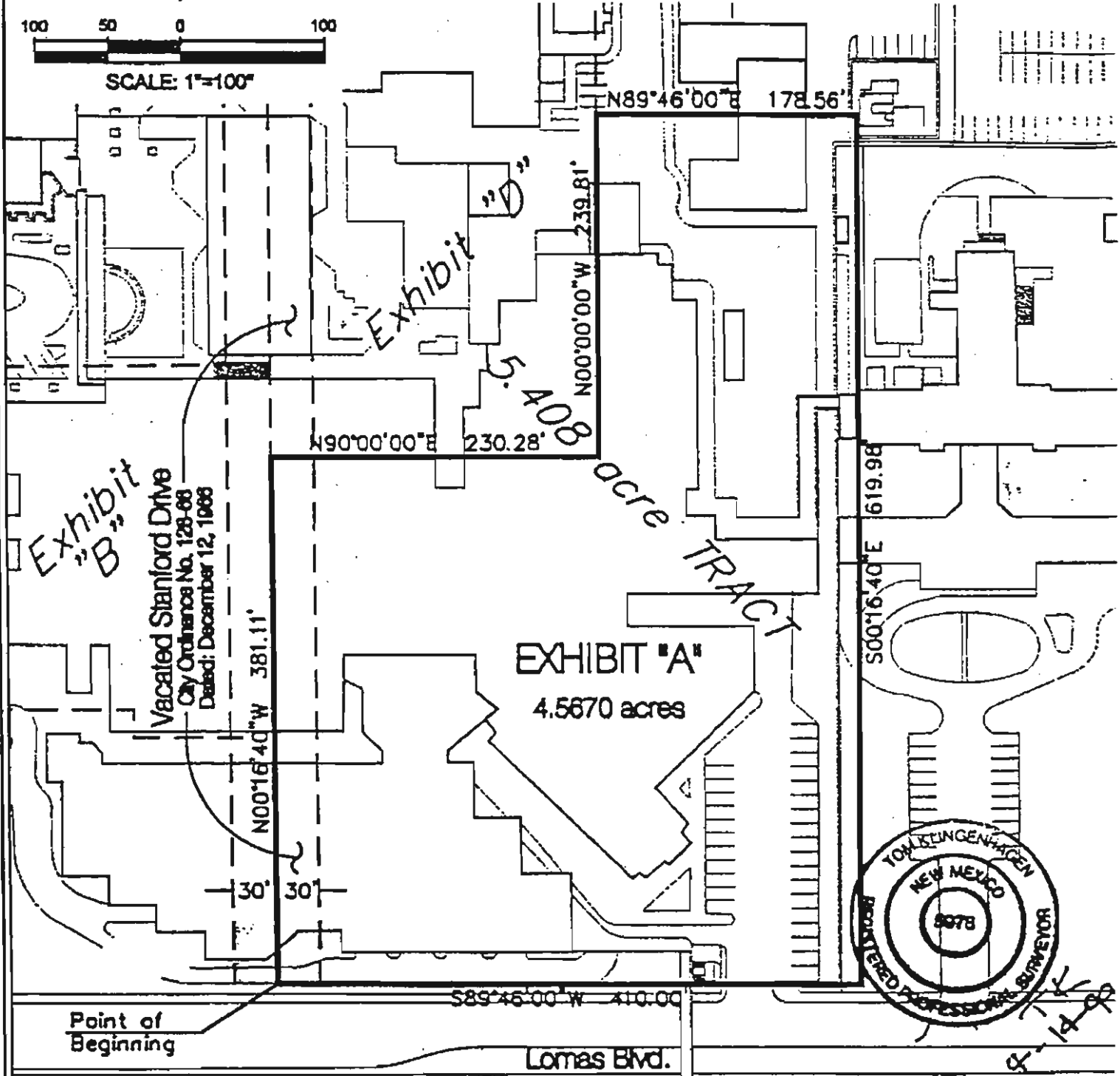
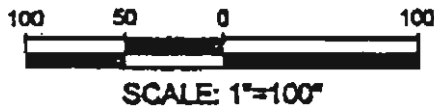
BEGINNING at the southwest corner of the tract herein described, said point also being the intersection of the centerline of vacated Stanford Drive and the north right-of-way line of Lomas Boulevard; thence along said centerline,
N00°16'40"W a distance of 381.11 feet to a point on the southerly boundary line of that tract of land described in the Agreement for Construction of Cancer Research Center between the County of Bernalillo and the University of New Mexico, effective date December 15, 1972; thence along said southerly boundary line,
N90°00'00"E a distance of 230.28 feet to the southeast corner of said Cancer Research Center tract; thence along the easterly boundary line of said Cancer Research Center tract,
N00°00'00"W a distance of 239.81 feet to a point on the northerly boundary line of said 5.408 acre tract;
thence along said northerly boundary line,
N89°46'00"E a distance of 178.56 feet to the northeast corner of said 5.408 acre tract; thence along the easterly boundary line of said 5.408 acre tract,
S00°16'40"E a distance of 619.98 feet to a point on the said north right-of-way line of Lomas Boulevard;
thence along said north right-of-way line,
S89°46'00"W a distance of 410.00 feet to the point and place of beginning.

This tract contains 4.5670 acres, more or less.





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NOTE:
This Exhibit Map was prepared from recorded plats, deeds, descriptions, and/or private survey records. A field survey was not performed in the preparation of this exhibit. The relative location of property lines with respect to planimetric features are located by best fit roadway centerlines and are for information only.



Exhibit "A"

THE UNIVERSITY OF
NEW MEXICO
HEALTH SERVICES CENTER
1600 GALLERIA DRIVE
ALBUQUERQUE, N.M. 87131

April 1999

EXHIBIT B

UNIVERSITY'S HOSPITAL PROPERTY DESCRIPTION

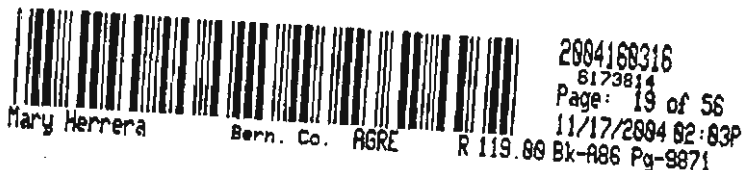
A certain tract of land situate within the City of Albuquerque, Bernalillo County, New Mexico, Township 10 North, Range 3 East, Southwest 1/4 of Section 15, N.M.P.M., being a portion of vacated Stanford Avenue N.E., and also comprising a portion of PARCEL 1-A, PLAT OF PARCEL 1-A AND UTILITY EASEMENTS as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on September 5, 1968 in Volume D4, Folio 8, and also comprising a portion of a 1.0179 acre tract of land described as Parcel 3-A, FIRST SUPPLEMENTAL LEASE AGREEMENT and being more particularly described as follows:

BEGINNING at the southwest corner of the tract herein described also being a point on the northerly right-of-way and running along the westerly boundary of the tract herein described, N00°05'46"E, 427.53 feet to the northwest corner of the tract herein described; thence running along the northerly boundary of the tract herein described, S89°54'14"E, 100.00 feet to a point; thence, N89°25'55"E, 221.29 feet to the northeast corner of the tract herein described; thence running along the easterly boundary of the tract herein described, S00°05'46"W, 226.66 feet to the southeast corner of the tract herein described; thence running along the southerly boundary of the tract herein described, N89°51'34"W, 96.27 feet to a point; thence, N00°05'46"E, 20.30 feet to a point; thence, N89°51'34"W, 97.04 feet to a point; thence, S00°05'46"W, 195.62 feet to a point on curve, said point being on the northerly right-of-way of Lomas Boulevard N.E.; thence continuing along the southerly boundary of the tract herein described and also said northerly right-of-way, 128.56 feet along the arc of a curve to the right having a radius of 1213.24 feet and a chord bearing N84°40'01"W, 128.50 feet to the point and place of beginning.

Tract contains 2.4095 acres, more or less.

NOTE:

The above description is intended to be a retyping of the description certified by A. Dwain Weaver, P.L.S. 6544, dated March 29, 1989, within the Second Supplemental Lease Agreement and recorded in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1989 in Book MS 731 A, pages 759-764.





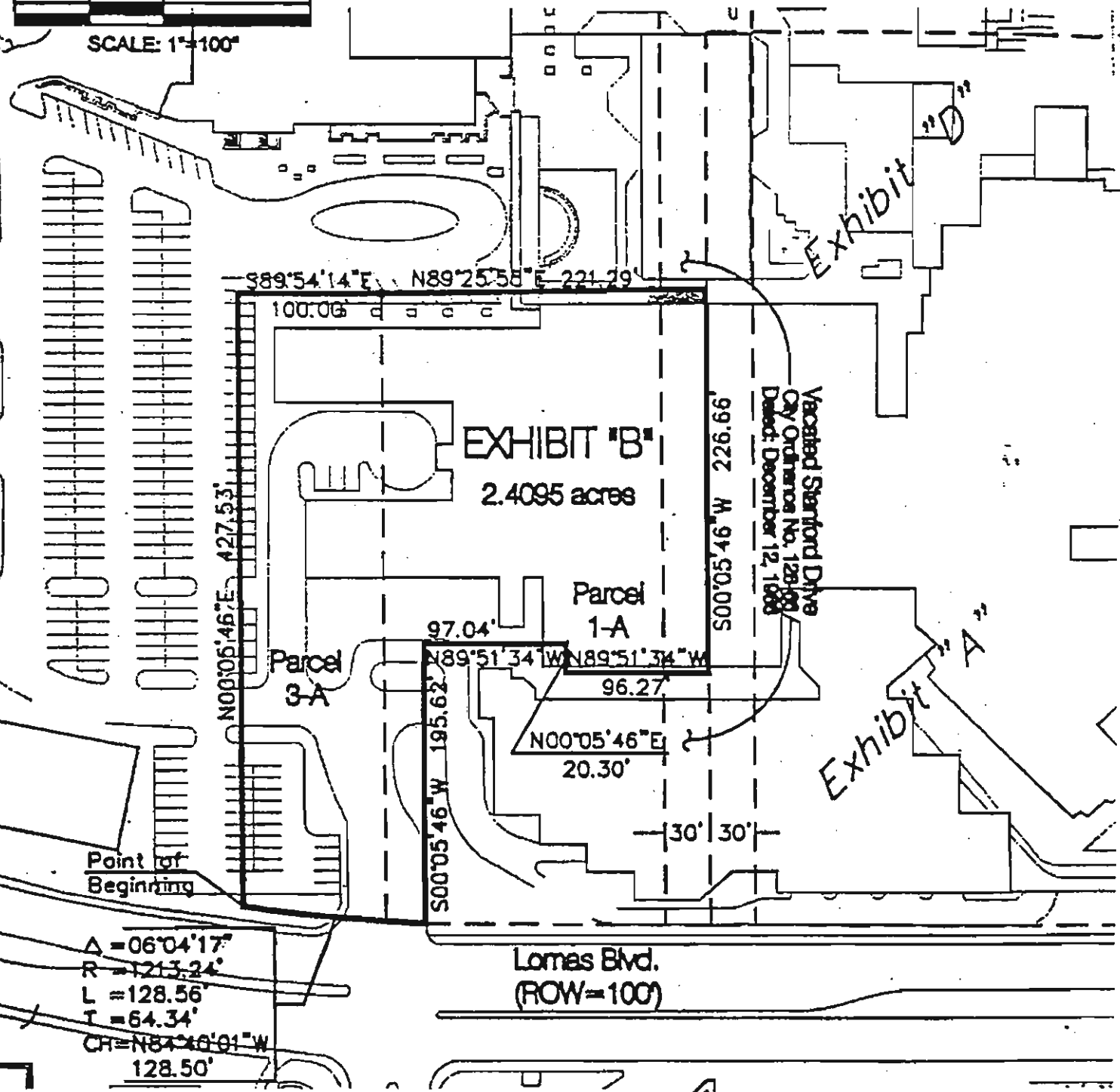
100 50 0 100

SCALE: 1"=100'



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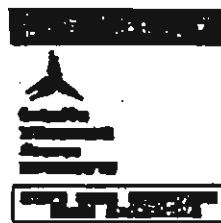
Mary Herrera Bern. Co. AGRE



Point of Beginning

$\Delta = 06^{\circ}04'17''$
 $R = 1213.24'$
 $L = 128.56'$
 $T = 64.34'$
 $CR = N84^{\circ}16'01''W$
 $128.50'$

Lomas Blvd.
(ROW=100')



NOTE:

This Exhibit Map was prepared from recorded plats, deeds, descriptions, and/or private survey records. A field survey was not performed in the preparation of this exhibit. The relative location of property lines with respect to planimetric features are located by best fit roadway centerlines and are for information only.

Exhibit "B"



April 1999

EXHIBIT C

UNIVERSITY'S MENTAL HEALTH CENTER PROPERTY DESCRIPTION

A certain tract of land located within Section 15, Township 10 North, Range 3 East, N.M.P.M., within the City Limits of Albuquerque, Bernalillo County, New Mexico, comprising a portion of Tract A and Tract C and an easterly portion of the Exter-Tonella Tract, lands of the University of New Mexico, and being more particularly described as follows:

Beginning at a point whence the northwest corner of the Sunrise Call Addition Unit Number 2, bears N00°28'00"E a distance of 12.00 feet; thence S00°28'00"W a distance of 317.33 feet; thence N89°59'55"W a distance of 360.82 feet; thence S00°00'05"W a distance of 133.60 feet; thence N89°59'55"W a distance of 195.00 feet; thence N00°00'05"E a distance of 446.60 feet; thence N89°33'30"E a distance of 558.41 feet to the point of beginning and containing 4.6287 acres more or less.

NOTE:

The above description is intended to be a retyping of the description for TRACT A-1, certified by Thomas T. Mann, Jr., NMPE & LS 3792, dated 11-2-81.





SCALE: 1"=100'

Northwest Corner
Sunrise Call
Addition Unit 2

Marble Avenue (ROW=60')

N89°33'30"E 558.41'

Point of Beginning

12'

Sunrise Call Addition

EXHIBIT "C"
TRACT A-1
4.6287 acres

446.60'

N00°00'05"E

317.33'
S00°28'00"W

N89°59'55"W 360.82'

133.60'
S00°00'05"W

N89°59'55"W 195.00'

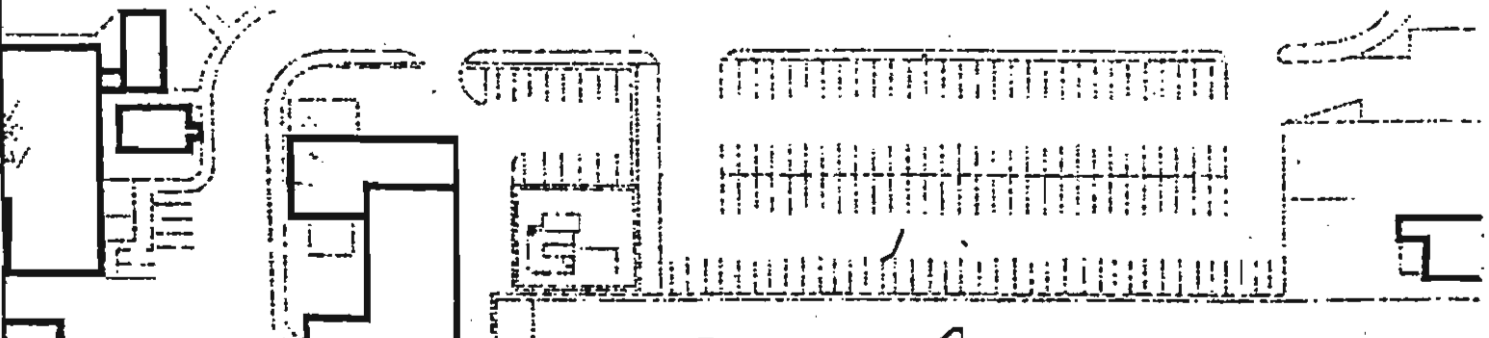


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NOTE:

This Exhibit Map was prepared from recorded plats, deeds, descriptions, and/or private survey records. A field survey was not performed in the preparation of this exhibit. The relative location of property lines with respect to planimetric features are located by best fit roadway centerlines and are for information only.

Exhibit "C"



THE UNIVERSITY OF
NEW MEXICO
MINERAL SERVICES CENTER
1000 UNIVERSITY BLVD., N.E.
ALBUQUERQUE, N.M. 87131-0001

April 1999

EXHIBIT D

CANCER CENTER EASEMENT

A certain tract of land situate within the southwest one-quarter of Section 15, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico. Said tract being a northwesterly portion of a 5.408 acre tract of land described in the Deed between the United States of America and the County of Bernalillo recorded in the office of the County Clerk of Bernalillo County, New Mexico on July 11, 1952 in Book D212 page 11, and the southeasterly portion of that tract of land described in the Agreement for Construction of Cancer Research Center between the County of Bernalillo and the University of New Mexico, effective date December 15, 1972, and being more particularly described by record bearings as follows:

BEGINNING at the northeast corner of the tract herein described, said point also being a point on the north boundary line of said 5.408 acre tract and the east boundary line of said Cancer Research Center tract whence "Pt. 6" of "Parcel 2" at the same is shown and designated on the plat of PARCEL "1-A" AND SEWER AND WATER LINE EASEMENTS, BERNALILLO COUNTY INDIAN HOSPITAL AREA, recorded September 5, 1968 in Plat Book D4, page 8, bears N00°00'00"W a distance of 60.19 feet; thence along the easterly boundary line of said Cancer Research Center;

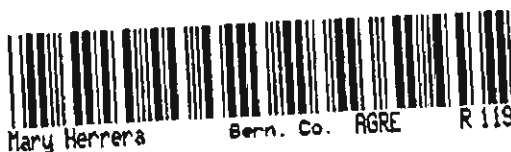
S00°00'00"E a distance of 239.81 feet to the southeast corner of the tract herein described; thence along the southerly boundary line of said Cancer Research Center;

S90°00'00"W a distance of 230.28 feet to a point on the centerline of vacated Stanford Drive and the southwest corner of the tract herein described; thence along said east right-of-way line and said westerly boundary line,

N00°16'40"W a distance of 238.87 feet to the northwest corner of the tract herein described; thence leaving said centerline,

N89°46'00"E a distance of 231.44 feet to the point and place of beginning.

This tract contains 1.2684 acres, more or less.



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SCALE: 1"=100'

"Pt. 6" of "Parcel 2"
(See Note Below)

N00°00'00"W
60.19'

Point of Beginning

N89°46'00"E 231.44'

"Pt. 6" of "Parcel 2" is shown on Plat of Parcel "1-A"
and sewer and water line easements Bemalillo County
Indian Hospital Area
Recorded: September 5, 1968
Book D4, Page 8

EXHIBIT "D"

1.2684 acres

N89°16'40"W 238.87'

S00°00'00"E 239.81'

S90°00'00"W 230.28'

Exhibit "B"

Vacated Stanford Drive
City Ordinance No. 128-88
Dated: December 12, 1988

Exhibit "A" 5.408 acre TRACT

30' 30'



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NOTE:
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descriptions, and/or private survey records. A field survey
was not performed in the preparation of this exhibit.
The relative location of property lines with respect to
planimetric features are located by best fit roadway
centerlines and are for information only.

Lomas Blvd.

Exhibit "D"

THE UNIVERSITY OF
NEW MEXICO
HEALTH SERVICES CENTER
1600 GARDEN ROAD
ALBUQUERQUE, N.M. 87131-0001

April 1999

AGREEMENT FOR CONSTRUCTION
OF CANCER RESEARCH CENTER

The County of Bernalillo, a political subdivision of the State of New Mexico (hereinafter called the County), and the Regents of the University of New Mexico, a body corporate (hereinafter called the Regents), hereby agree as follows:

RECITALS: A). The County owns the Bernalillo County Medical Center which is operated by the University under agreement dated November 8, 1969, between the parties, as authorized by the Joint Powers Agreements Act of New Mexico, with the consent of the State Board of Finance and the United States.

B). A grant has been made by the United States through the National Cancer Institute of the National Institutes of Health, being Grant No. 1C06CA13582-01, for the construction of a Cancer Research Center on lands, part of which are owned by the University, and part of which are owned by the County. The parties desire to enter into this agreement to submit the lands of both parties to the custody and control of the University, for the duration of the construction and existence of the Cancer Research Center, to be built pursuant to the above described grant.

C). The Cancer Research Center will be contiguous to Bernalillo County Medical Center and the University School of Medicine. The Cancer Research Center will be of great benefit in health care delivery for the citizens of Bernalillo County and the State of New Mexico, and will also be an important teaching resource to the University.

NOW, THEREFORE, in consideration of the Recitals and of the above described grant, the parties hereto agree as follows:



Mary Herrera

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(1) The Cancer Research Center building shall be constructed on the lands described by survey description attached hereto, and incorporated herein, by reference as Exhibit A.

(2) The County hereby grants and conveys to the University an easement over the County lands as shown and described on Exhibit A hereto, for the occupancy by the University, its agents, employees, and other authorized persons, for the construction, maintenance, use of and operation of the Cancer Research Center building to be constructed in accordance with the grant from the National Cancer Institute hereinabove referred to, and this Mutual Grants of Easement is entered into pursuant to said Joint Powers Agreements Act, being laws 1961, Ch. 135.

(3) The University hereby undertakes to devote those lands of the University included in the survey described and reflected in Exhibit A to construction and operation of the Cancer Research Center and research or other pursuits for the study of medicine and health care delivery.

(4) This agreement of easement from the County to the University shall be permanent and shall be terminated upon the occurrence of any one of the events hereinafter stated:

- (a) The failure to complete construction of the Cancer Research Center building on or before December 13, 1977; or
- (b) Failure, for a period of twelve consecutive months, following completion of the construction of the Cancer Research Center building of the University to use the lands for the occupancy of the building for any lawful use; or
- (c) The agreement of the parties.

(5) The use of the lands herein described for the purposes stated above shall not be in violation of the lease between the parties dated March 9, 1967.



EXHIBIT E
FEDERAL CONTRACT



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IN WITNESS WHEREOF the parties hereto have executed this easement agreement effective December 15, 1972.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BERNALILLO, STATE OF NEW MEXICO

By James P. Morris
James P. Morris, Chairman

Attest:

[Signature]
County Clerk

REGENTS OF THE UNIVERSITY OF NEW MEXICO, BODY CORPORATE

By: Calvin P. Horn
Calvin Horn, President

Attest:

[Signature]
Secretary

Approval has been given by State Board of Finance, pursuant to Ch. 100, Laws of 1961.

STATE BOARD OF FINANCE

By: Melvine Berberet 10/12/73
for Executive Officer

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing was acknowledged before me this 5th day of July, 1973, by JAMES P. MORRIS, CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF BERNALILLO COUNTY, NEW MEXICO, on behalf of said Board.

[Signature]
Notary Public

(Seal)

My commission expires: July 31, 1977

Approved: Calvin P. Horn
Secretary, UHS



(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 148, 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.



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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.



PROVISIONS

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



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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-

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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.

*← 4 - copies
not attached*

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.

*Committed
not attached*

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



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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

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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.



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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



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Sgd/ Ramona Montoya
Secretary

Sgd/ Joseph R. McNeany
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 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

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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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 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

Witnesses:

By _____
Chairman, Board of County Commissioners

By _____
Chairman, Board of Trustees

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AMENDMENT NO. 2 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 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:



EXHIBIT F

DELEGATION OF AUTHORITY AND POWERS BY REGENTS TO HSC CLINICAL OPERATIONS BOARD

- A. Delegation.** The authority and powers listed below are delegated by the Regents to the Board, pursuant to Section V of this Agreement, beginning on the effective date of this Agreement and continuing in effect unless revised as provided in Section V of this Agreement. This delegation supersedes any conflicting or inconsistent provisions in Regents' policies existing on the effective date of this Agreement or adopted thereafter, except for Regents' policies revising this delegation in accordance with the provisions of Section V of this Agreement. Actions by the Board pursuant to this delegation are subject to approval or ratification by the Regents as required by applicable federal and state laws and regulations, accreditation standards, and provisions of this Agreement. As provided in Section V of this Agreement, consistent with the Regents' constitutional and statutory responsibilities, the Regents will retain the right to consider, determine, and act upon any matter relating to the Hospital/Mental Health Center and other HSC patient care facilities. However, the Regents will neither modify nor decline to ratify actions by the Board, within the scope of the authority and powers delegated by the Regents to the Board, except after consultation with one or more representatives of the Board designated by the Chairperson of the Board.
1. Oversight of the non-research, non-educational clinical operations of the HSC patient care facilities in a proper and responsible manner so as to enable the HSC patient care facilities to provide or arrange for provision of high quality healthcare services to HSC patients and to support the teaching and clinical research missions of the HSC.
 2. Review and approval of the HSC patient care facilities' operating and capital budgets.
 3. Review and approval of the HSC patient care facilities' operating plan and strategic plan.
 4. Review and approval of collective bargaining agreements for the HSC patient care facilities.
 5. Review and approval of policies of the HSC patient care facilities that require review and approval by the governing body under applicable laws, regulations or accreditation standards.
 6. Review and approval of HSC Medical Staff Bylaws and HSC Medical Staff Rules and Regulations and amendments thereto.



7. Assurance that the HSC Medical Staff has reasonable policies regarding credentialing of physicians and ancillary providers who practice at the HSC patient care facilities.
8. Receipt of and action upon recommendations of the HSC Medical Staff related to appointment and reappointment of members of the HSC Medical Staff and the granting and revocation of privileges to physicians and ancillary providers who practice at the HSC patient care facilities or at other patient care facilities as assigned by the HSC.
9. Receipt of and action upon, as appropriate, periodic reports and recommendations of the HSC Medical Staff and administrators related to quality assurance for patient care delivered at the HSC patient care facilities.
10. Coordination with and oversight of any advisory/advocacy boards existing or created for HSC patient care facilities for other than research and education purposes, and establishment of reporting mechanisms between those advisory/advocacy boards and the Board.
11. Review and approval of the bylaws of those advisory/advocacy boards and submission of the bylaws of those advisory/advocacy boards to the Regents for review and approval in accordance with Regents' policy.

B. Communication. Representatives of the Board designated by the Chairperson of the Board will make periodic reports to the Regents at least semi-annually regarding matters of concern to the Board within its scope of responsibility. The Regents may designate a member of the Regents to attend meetings of the Board or committee meetings of the Board, for liaison purposes, but not as a voting or ex officio member of the Board.

