

1977

# Final Report Health Assessment of the Aging and Aged Rocky Boy Tribal Health Board

Rocky Boy Tribal Health Board.

J. Mitchell

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TRIBAL EVALUATION PROJECT  
FINAL REPORT  
HEALTH ASSESSMENT OF THE AGING AND AGED  
Rocky Boy Health Board  
Rocky Boy Route, Box Elder, Montana 59521

Contract #HSA 244-76-0158  
FY-1976 and FY-1977

Final Report  
Health Assessment of the Aging and Aged  
Rocky Boy Tribal Health Board

I. Name and Address of Tribal Evaluation Organization:

Rocky Boy Health Board  
Rocky Boy Route  
Box Elder, Montana 59521

II. Project Title: Health Assessment of "Aging and Aged" Population

III. Amount: The Indian Health Service contracted with the Rocky Boy Health Board for Phase I and Phase II for this service. The cost of each phase of the contract, utilizing Fiscal Years 1976 and 1977 funds, was \$50,000 each fiscal year.

IV. Duration: Phase I of this project began October 1, 1976, and ended June 30, 1977, and included assessment at the following five reservations: Blackfeet, Flathead, Fort Belknap, Rocky Boy's and Fort Peck. Phase II of the proposal included completion of the other three service units in the Billings Area, Wind River, Northern Cheyenne and Crow, and a review of all data collected.

V. Purpose of Contract: The Indian people residing on the Reservations in Montana and Wyoming are very concerned about their elderly people. Many IHS and Tribal Health workers and people from the Indian communities are aware of some of the health problems the elderly people are experiencing. However, no data was available as to the extent of the problem. The purpose of the contract, (HSA-244-76-0158, Phase I, FY-1976, and Phase II, FY-1977) was to develop a valid and accurate data base from which health needs of the elderly people (45+ years) could be defined and assessed. These data would enable Indian communities and/or tribal governments to develop health program proposals for their elderly people.

VI. Scope: In October 1976 a meeting was held in the Billings Area Office with participants from the Indian communities, Service Units, Bureau of Indian Affairs, and the Billings Area Office staff. During this meeting a myriad of conditions which affect the health status of many people were discussed in detail. Conditions such as roads, transportation, housing, number of people per family unit, income, health, etc., were reviewed. The status of these conditions for each elderly patient would be helpful to know; however, it was decided by the group that to collect such information would require personal interviews. In addition, there was concern as to what would be done with the information after it was collected. Consequently, it was this Group's recommendation that the tribal evaluation proposal be limited to collecting only necessary patient identification and health information. All of the necessary data required can be abstracted from the individual patient's health record. See Attachment #1 for copy of form.

VII. Personnel: The Rocky Boy's Tribal Health Board submitted Area-wide (Montana and Wyoming) the following three job announcements for qualified candidates:

1. Health Assessor - Supervisor
2. Health Assessor - Assistant
3. Health Assessor - Clerk/Typist

On November 29, 1976, the applicants for health assessor team members were interviewed by the Rocky Boy's Health Board and three members were selected.

VIII. Procedure: Prior to the team's visiting each Service Unit, the Director, Rocky Boy Health Department, visited each Service Unit and met with the respective Tribal Council and/or Health Department officials and explained the purpose of the survey, etc. The Survey Team was well accepted by both the Indian communities and the IHS staff.

Health information and patient demographic data were abstracted from each health record where the individual was 45+ years of age as of January 1, 1978. Phase I of the contract (Fiscal Year 1976 funds) included a health assessment at the Blackfeet, Flathead, Rocky Boy's, Fort Peck, and Fort Belknap Service Units. Phase II (Fiscal Year 1977 funds) included a health assessment at the Crow, Northern Cheyenne, and Wind River Service Units. In addition, the team returned to selected Service Units and reviewed the demographic data with Tribal staff, such as CHR's, etc. The primary reason for the return visits was to validate the "community of residence" as recorded in the health record. Many times the community of residence, as shown in the health record, was recorded when the health record was first initiated and the people no longer lived at that address. Many changes were made. See Attachment #2 for an annual report by the Survey Team which includes records reviewed, problems encountered, etc. In addition, attached are the monthly reports to the Project Officer.

IX. Analysis of Data: The data has not been compiled and analyzed to date. The Billings Area Office is responsible for compiling the data; however, analysis, program effect, program changes, etc. will have to be initiated at the local level between the Indian community, tribal leaders and IHS staff.

In January 1978 the Project Officer initiated procedures for ADP process which required contacting GSA, Denver Regional Office, etc. We were informed by GSA that the Bureau of Reclamation, Billings Area Office, could possibly do the keypunching onto IBM cards, and the Bureau of Indian Affairs, Billings Area Office, may be able to provide programming and computer services.

Prior to negotiating a contract for ADP service with these two agencies, we solicited output needs from all-tribal officials, IHS Service Unit staff, and Area Office staff. Since these people were the ones who should be using the data, we felt their input was mandatory. In September cost estimates were negotiated with the Bureau of Reclamation and the Bureau of Indian Affairs. It is estimated, due to the respective agencies' priorities, that the data will not be compiled until June 1979. (See Attachment #3 for letter requesting output needs, Attachment #4, sample of output reports.)



HEALTH ASSESSMENT

IHS Unit No.: \_\_\_\_\_

SS# \_\_\_\_\_

Name: \_\_\_\_\_

Tribe: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Degree of Blood: \_\_\_\_\_

District or Address: \_\_\_\_\_

Sex: Male Female

	Total Workload for Each Year				
	F.Y. 1972	F.Y. 1973	F.Y. 1974	F.Y. 1975	F.Y. 1976
1. No. of Outpatient Visits (Direct)	_____	_____	_____	_____	_____
2. No. of Outpatient Visits (Contract)	_____	_____	_____	_____	_____
3. No. of Times Hospitalized (Direct & Contract)	_____	_____	_____	_____	_____

Health Indicators

- 1. Physical Examination \_\_\_\_\_
- 2. Obesity \_\_\_\_\_
- 3. Medicine Prescribed - Not Taking \_\_\_\_\_
- 4. Extended Care Yes  No

Major Health Problems

- 1.  Hypertension
- 2.  Cardiovascular Diseases
- 3.  Diabetes Mellitus
- 4.  Cirrhosis of Liver
- 5.  Alcoholism (Chronic)
- 6.  Malignant Neoplasms
- 7.  Renal Diseases
- 8.  Polyarthrititis
- 9.  TB (Active, Inactive, Converter or Reactor)
- 10.  Emphysema
- 11.  Vision Problems
- 12.  Hearing Problems
- 13.  Mental Health Consultation
- 14.  Mental Retardation
- 15.  Organic Brain Syndrome
- 16.  Orthopedic/Bursitis
- 17.  Physical Disability (Amputation, etc.)
- 18.  Thyroid
- 19.  Ulcer
- 20.  Dental

TUBERCULOSIS HEALTH ASSESSMENT

(Completed by Community Health Nursing through Service Unit Tuberculosis Registers.)

RECORD THE STATUS OF EACH PATIENT AS OF THE DAY THIS FORM IS COMPLETED.

1. Name: \_\_\_\_\_ IHS Unit # \_\_\_\_\_

Date

- 2. Patient Status:
  - a. Active \_\_\_\_\_
  - b. Inactive \_\_\_\_\_
  - c. Converter \_\_\_\_\_
  - d. Reactor \_\_\_\_\_

3. On Medications: Yes   /  /   No   /  /  

If Yes, what type: \_\_\_\_\_

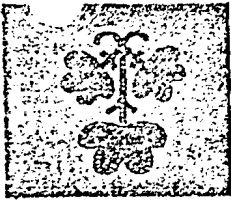
4. Is patient taking medications as prescribed? Yes   /  /   No   /  /  

5. Followup: \_\_\_\_\_  
(Quarterly, Semiannual, Annual, Etc.)

6. Chest X-rays: \_\_\_\_\_  
(Three Months, Six Months, Annual, etc.)



Attachment #2  
Annual Report  
Monthly Reports



# Rocky Boy Health Board

Health Assessment Aging & Aged  
Project Summary  
December, 1977

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

Phone (406) 395-4395

Began the project, December 23, 1976, which was awarded to the Rocky Boy's Health Board to assess the Health of the Aging and Aged Indian population throughout the Billings Area. The Board selected Regina Aragon Assistant Director and Margaret Parker as the Clerk-typist.

Our first service unit was the Fort Belknap area. The Service Unit Director provided space for the team to work so that the health records were never moved out of the health center. The clerical support was terrific. The clerks pulled and filed all records which they had listed prior to our arrival. From the specific information that was recorded on the form we found the five leading problems; Dental, Vision problems, hypertension, polyarthritis, Tuberculosis, active, inactive, convertav, Reactor, total of 574 health records were done at this unit with the Census of 289 with the female population of 146 out numbering the male population of 143.

The Service Unit Director was always nearby to assist us with any problems we had but not encounter any of the particular unit.

We then travelled to the Browning Service Unit, many problems were encountered at this unit beginning with the active and inactive files. From their files we weren't able to determine which were active. Other problems were: duplication, overcrowding condition in the medical records department, misfiled medical records.

The total of records pulled for this area 1,362 with 667 male and 695 female. The leading medical problems were vision, Hypertension, renal diseases, cardiovascular disease and dental.

The Flathead area were all on contract basis. No problems were encountered at this particular unit. With this evaluation we recorded the pharmaceutical visit as a direct visit.

The Community Health Representative from the Flathead Area appeared not to be aware of some of the persons living on or near the reservation.

From Flathead we then moved on to Poplar. At this unit, we found the records to be poorly documented with illness and problems, the patient had only medication was recorded. The master list was not updated.

Approximately 900 medical were evaluated. AT this point, Miss Regina Aragon resigned and Mr. Eagleman was hired as the clerk typist.

We then moved on to Crow. We abstracted data from approximately 900 medical records.

Some of the persons had part I, II and III. This took a great deal of time.

All Tuberculosis registry is kept at the Area Office.

The medical records staff at this unit were very helpful and I might add, kept fairly good records, although there is always room for improvement.

The Northern Cheyenne records were in very poor shape, some practically falling apart. The same procedure was done at this unit with approximately 500 medical were done.

The Tuberculosis sheet were<sup>nt</sup> completed and time didn't permit me to do these.

Upon completion of this unit, we travelled to Fort Belknap, Poplar, Flathead, and Browning to pinpoint the residing of the people involved as to the districts. This phase took approximately four weeks.

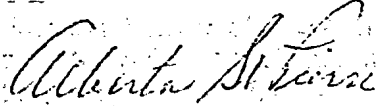
The breakdown from the survey was explained to the C.H.R. and other interested medical personnel.

On November 28, 1977, we travelled to Wind River and the Arapahoe Clinic. Here we processed 751 medical records at both clinics. All records were all neat and in order and in top physical shape. The biggest majority had parts I-II-III. All records were well documented and easily done without problems.

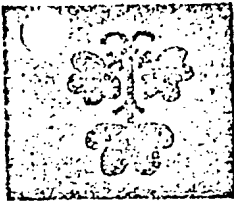
The last week in December is being devoted to typing up all loose ends and preparing to finalize the project and have all documents ready for shipping to the Billings Area Office for review.

This report briefly summarizes the survey and I want to add that it has been a very rewarding experience and gained some insight into some of the problems that many of the Indian Health Service beneficiaries have to cope with.

In closing, I must add that the excellent working relationship was one of the best I've had since we were constantly together most of the time.

  
Alberta St. Pierre,  
Supervisor

Alberta St. Pierre,  
Supervisor



# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

Phone (406) 395-4395

## Monthly Narrative For The Month of December, 1977

Began the Ft. Washakie and Arapahoe Medical records November 29, 1977 through December 22, 1977. All records were neat and in order. Master lists were up to date.

After receiving all Aging and Aged Charts, we found that all records were well documented. It appeared that all people came to the for physical examinations at least once or twice a year. This is unusual.

Mrs. Echo Hank, Supervisor, is to be commended for the understanding job of record keeping. Here we enjoyed excellent cooperation from the staff.

The Arapahoe charts were neat and in order, but not as good as Fort Washakie.

We abstracted alot from 751 medical records. All assessments sheets have a digital number, for specific districts for each individuals we listed on the master list.

I found that not all T.B. converters, reactor, etc., were not on the current and part registry file. Only those that were active during the year 1976-1977.

In closing, I want to mention that Mr. Eagleman provided alot of help and we seemed to enjoy a good relationship, during our survey. Our Clerk should likewise be commended for the entiring effort in doing a neat job in the records.

*Alberta St. Pierre*  
ALBERTA ST. PIERRE,  
SUPERVISOR

ASP:hw



# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

Phone (406) 395-4395

## NARRATIVE ACTIVITY REPORT

November, 1977

The Health Assessment Team did a follow-up with Community Health Representatives from the Browning, Crow, and Northern Cheyenne Reservation. With their assistance, we completed the Sanitation districts for each person we had listed on our Master List.

After reviewing the Browning persons, we found many duplications. We attempted to attach each duplication to one single sheet. Others that were deceased, we destroyed.

Mrs. Mitchell, Mrs. Sutherland, and myself visited with the Arapahoe and Shoshone Tribal Council. This Tribal Council thought it was our responsibility since everything was arranged before they were notified of our arrival for the assessment.

The team arrived at the Ft. Washakie Service Unit November 29, 1977, to begin the project. There are 900 projected medical records in the Ft. Washakie and Arapahoe medical records.

The records are filed in the color code system and all are neat and in order. The team found these records to be the best kept records area wide.

We should complete this area approximately December 23, 1977. This should include the follow-up after we complete the evaluation.

Please send the Assessment Breakdown from the areas we had covered.

Respectfully,

*Alberta St. Pierre* / KWB

Alberta St. Pierre  
Supervisor, Aging and Aged

*allied -  
il she needed  
of R. Boy + Sutherland  
mail 10/19/77  
AK*

NARRATIVE ACTIVITY REPORT  
PERIOD: 10-01-77 to 10-28-77

Activity for the period indicated above consisted of spending the first two weeks of October working here at Rocky Boy.

Time was spent going through the charts from the Crow and Lama Deer Service Units, tabulating and sorting out the charts and filing same in alphabetical order. Likewise, pulling individual charts such as Cheyenne enrolled members from the Crow Service Unit files and also filing Crow members' files in the Crow Service Unit files.

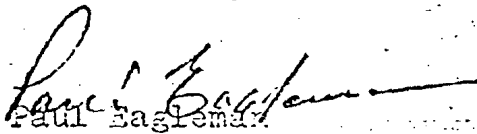
The latter two weeks of the month was spent in the Fort Belknap and Poplar Service Units. The time spent at these places consisted of working with the reservation CHR's and locating each individual's chart according to district locations.

The Billings Area Office provided lists of towns or districts that we had to go by.

Fortunately, the local Community Health Representatives practically knew all people involved and gave us tremendous assistance in this phase of the survey.

Plans are to continue this portion of the survey and will be working the Browning, Lama Deer, and Crow Service Units in the near future.

Respectfully submitted,

  
Paul Bagleman  
Assistant Director

NARRATIVE ACTIVITY REPORT  
PERIOD: 10-01-77 to 10-28-77

The first week in October was spent in Rocky Boy. There we worked with Crow and Cheyenne files. We finished the master lists and sorted alphabetically the files. We also put all Cheyenne files that were in Crow's in the Lama Deer file.

The second week was also spent in Rocky Boy. We worked with Rocky Boy's records and with Ft. Belknap's records.

The first two days of the third week were spent in Ft. Belknap and the remainder of the week, in Poplar. In Ft. Belknap, we met with the CHR's to determine in which districts the people lived. This was repeated in Poplar. Thereafter, we prepared a list of names, addresses, and respective districts of the persons surveyed.

The last week in October was spent in St. Ignatius and Browning. There were no problems encountered with the Flathead files and again, we received some assistance from the CHR's. The remainder of the week was spent in Browning. There we encountered all sorts of problems which made the follow-up difficult. The CHR's helped as best they could with the district locations of individuals, but even they had something to say about the numerous errors and discrepancies in the record-keeping of the Browning Service Unit. There were many duplications, hardly any notations in records to indicate person died, incomplete charts, and some charts which could not be found.

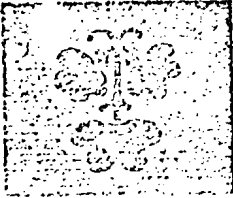
We're still working with these records and it may be some time before they can be properly organized.

In the future, we will be working with Lama Deer and Crow Service Units to complete follow-ups on these projects.

Respectfully submitted,

*Pamela J. Eagleman*

Pamela J. Eagleman



# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

Phone (406) 395-4395

## OCTOBER NARRATIVE

During the month of October, 1977 the Health Assessment Team traveled to Flathead, Ft. Peck, Ft. Belknap, and Browning. We met with the Community Health Representatives and all concerned personnel from each of their reservations. We discussed how to utilize the breakdown on the data we extracted from the medical records. While at the reservation, the CHRs assisted the team in determining the sanitation districts each individual resided. Others were unable to pinpoint were left blank.

Our tentative plan will be to do a follow-up on the Crow and Northern Cheyenne Reservations November 14, 1977 through November 21, 1977.

Mrs. Sutherland, Mrs. Mitchell, and myself will be meeting with the Ft. Washakie Tribal Council November 16, 1977. This meeting should determine whether we do their records.

Respectfully,

Alberta St. Pierre  
Director





# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

Phone (406) 395-4395

Aging & Aged  
Monthly Narrative Report  
For The Month of  
September, 1977

The activities for the month of September was completing 1115 medical records from the Crow Service Unit. As stated in my previous narrative, all records were in order and updated. Approximately 300 of the medical records were from the Northern Cheyenne Service Unit. The evaluation sheets were not sent to the Billings Area Office due to the fact that we anticipated a lot of duplication. They will be in Mr. Lich's office October 9, 1977.

We began our project September 9, 1977 at the Northern Cheyenne Service Unit. Many problems were encountered at this particular unit beginning with the locator cards. These records were not updated as well as the Master Problem list. We pulled all files choosing the records we needed for our survey. Some of the records were so poorly documented that we left the evaluation sheet blank.

The Northern Cheyenne has a unique system with the T.B. registry. They were unable to complete the forms which I had given them so I informed the Assistant Service Unit Director, if time permitted, that we would be back to complete them after we finished the Ft. Washakie Service Unit.

As you can see on the evaluation sheet, this particular service unit has many records that have different names as well as social security number differences, but they are the same person.

Mrs. Margaret Parker resigned October 12, 1977 due to medical reasons and Mr. Paul Eagleman was promoted to Assistant. The secretary position was advertised and Pamela Eagleman was selected to fill this position until the board meets.

This briefly covers the month of September, 1977.

Respectfully submitted,

Alberta St. Pierre  
Supervisor



# Rocky Boy Health Board

Aging and Aged Assessment Team

Monthly Narrative for the Month of August, 1977

## MEMBERS

*John L. Mitchell - Chairman*

*Ivan Raining Bird - V. Chair.*

*Judith Ferguson - Secretary*

*Bill Denny*

*Sophie Meyers*

Phone (406) 395-4395

During the month of August 1977 the Health Assessment Team evaluated 800 medical records at the Crow Service Unit. Many of these records have past I, II and III.

We have not encountered any problems at this particular unit. All records are updated and in order. The inactive locator cards are placed in the inactive file as well as the records, which makes the work load alot more simple at evaluating.

The team are also evaluating the Cheyenne records, those that have patients at the Crow Service Unit. Approximately half of the 800 are of Cheyenne, so they will therefore have 2 evaluation sheets. This will be explained at a later date.

The team will be at the Pryor Clinic and should complete their on September 10, 1977.

*Alberta St. Pierre*  
Alberta St. Pierre



# Rocky Boy Health Board

## MEMBERS

*John L. Mitchell - Chairman*  
*Ivan Raining Bird - V. Chair.*  
*Judith Ferguson - Secretary*  
*Bill Denny*  
*Sophie Meyers*

August 15, 1977

HEALTH ASSESSMENT TEAM  
NARRATIVE REPORT FOR  
THE MONTH OF JULY, 1977

Phone (406) 395-4395

The activities for the month of July were the selection of the Assistant and Secretary. Margaret Parker was promoted to the Assistant, s position and Paul Eagleman as the Secretary.

Fort Peck facilities were completed July 8, 1977. After reviewing the data I received from the Mental Health Staff, I found it to be of no value to the team, All evaluation sheets were listed as number 45 and the total number of visits per fiscal year were not listed.

I visited the Lame Deer Clinic on July 8, 1977 to check with the staff and records as to what type of information is on their records as well as in Crow, Montana. The rest of the week I attempted to set up a meeting with the Health Staff but was not successful. I did meet with the Aging and Aged Coordinator and other staff to explain what the Aging and Aged Assessors will be doing at the Crow Clinic facility and the type of data we will be extracting.

I spoke with the Public Health Nurse and she stated that the Crow facility does not have a current TB Registry. She said that the Billings Area Office has the current registry.

The projected amount of records from the Crow facility is 1400. This also includes the hospitalization of the Cheyennes. With this total of records we should complete this area around September 1, 1977.

*Albert St Pierre*  
Alberta St Pierre  
Supervisor

Narrative Report  
for the Month of June, 1977


During the Month of June, 1977, the Team abstracted data from 908 Medical Records, as I stated in my previous narrative, the problem we have encountered at the Poplar facility is the Doctor's Master Problem Sheet. Most of the diagnosis that I list on the evaluation sheet are from narrative reports from Contract Doctors.

I spoke with Mr. Dennis Lane concerning the Mental Health Consultation and we agreed that his secretary would do the number of contacts per fiscal year and other information we needed. Names will not be given except for the service unit numbers. We will then attempt to match the numbers with names.

June 24, 1977 we began at the Wolf Point facility. This facility did not as of yet change into the color code filing system. Many problems have risen since our arrival, such as the problem we had in Browning. Misfiled charts, missing charts, death charts, and some Doctors master problem sheets were not complete.

The Medical Technicians from Poplar are very efficient. All records were in order and complete. Not one death chart was found.

The team should complete the Fort Peck area on July 10, 1977.

  
Alberta St. Pierre  
Supervisor

P:mmp



# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

## Aged & Aging Monthly Report

Phone (406) 395-4395

During the week of April 28th, 1977, through May 13, 1977, the Assessment team worked at Rocky Boy's Agency tabulating the data we abstracted at the Flathead Reservation, also preparing the necessary evaluation sheet needed for the Fort Peck Reservation. We then traveled to this specific reservation to begin the project.

Mr. Morash introduced the Assessment team to all IHS staff and Fort Peck Health staff.

Problems we have encountered are basically the Doctor Master Problem list. Some records have only prescription written, other with refills, so we therefore, cannot make a correct diagnosis on the evaluation sheet.

We should complete the Poplar facility on July 1, 1977, and go to the Wolf Point Clinic thereafter.

The projected number of records at the Poplar facility is 1210. Since our arrival the medical records staff has changed their filing to the Alphabetical and Color Code system.

Alberta St. Pierre,  
Supervisor



# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairm  
Ivan Raining Bird - V. Cha  
Judith Ferguson - Secreta  
Bill Denny  
Sophie Meyer

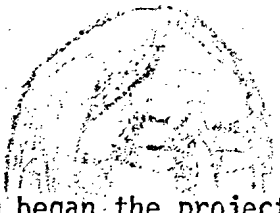
Phone (406) 395-439

May 5, 1977

April 4, 1977 the Assessment Team began the project at the Flathead Service Unit. We abstracted data from 758 medical records. With these specific records we total the number of prescription visits as direct outpatient visits, since we were sure of the contract and direct pharmacy care other visits excluding the dental are total as contract outpatient visits.

The locator cards from the Dental records were of no value to the team, these records are separate from the medical records and these records have no social security number, service unit number. Also no date of birth. I brought this to Mrs. Cline's attention. She stated that patients that do not seek medical assistance do not have service unit numbers. The team attached the dental evaluation sheet with the medical. From the St. Ignatius Clinic we assessed 127 dental charts, and 100 from the Polson Clinic.

The tentative plans is to meet with the Fort Peck Health Board on May 16, 1977. Phase 1 was complete April 28, 1977.



*Alberta St. Pierre*  
Alberta St. Pierre  
Supervisor

## NARRATIVE REPORT

The Health Assessment team began work December 20, 1976. The first week we had orientation and guidelines with Mrs. Lydia Sutherland and read the material which she gave us. We also went to Havre to purchase equipment we needed for the project.

On January 3rd, 1977, we traveled to Billings for more orientation. We met with Mr. Harvey Lich, the Area Program Planner, and Statistical Officer. He went over the Privacy Act with the team. January 4th and 5th we pilot tested the form we are now using.

On January 10, 1977, a public relations visit was made to the Tribal Council from the Ft. Belknap reservation. We began the project at this reservation at this time and completed it in 2 1/2 weeks. We abstracted data from 653 charts.

On February 1, 1977 we went to Browning to began the survey and completed it March 14, 1977. From there we went to Babb and worked on 40 charts. On the 15th and 16th of March we went to Heart Butte and abstracted data from 120 charts.

Many problems were found at the Browning facility. I believe we did not get a correct count at this facility due to the fact that we were unable to locate all of the charts. The condition of the medical records room was so overcrowded that many nights I worked to eliminate all the confusion.

Our tentative plans is to began the Flathead area on March 28, 1977. We will then make a public relations visit with the Health Board.

We abstracted data from 2669 medical charts from the Ft. Belknap, Browning and Rocky Boy PHS Units.

*Alberta M. Paine*  
*Superior*

March 24, 1977  
NARRATIVE REPORT  
ROCKY BOY ASSESSORS FOR  
THE AGEING AND AGED

We started our project on December 20, 1976. We purchased the papers and other equipment needed to begin our work and started preparing the papers we were to take along with us.

On January 3, 1977 we drove to Billings and met with Mr. Harvey Leach at the Indian Health Building. He explained the Privacy Act to us and the following day went with us to Crow Agency Hospital to meet the Medical Records Staff. There for the next 2 days we tested our program by actually pulling charts and organizing a system.

We started in Ft. Belknap on January 10, 1977. We stayed in Chinook and drove to work each day at the hospital. They assigned us a room to work in that wasn't being used. The Medical Records staff pulled charts for us and filed them for us after we were through with them, which was very helpful to us. We worked there for the rest of the month and evaluated 721 charts.

We left for Browning on January 31st and started working on February 1. They assigned us a room to work in although they said they weren't expecting us till the following week. The room was in the basement of the hospital and we pulled charts upstairs in the Medical Records Dept. We had to look through the Cardex and get the chart numbers from it.

Some of the charts were in the "Retired" section of a storage room in the basement, so we had to look for them there. We also found that some of the charts were of people that had expired and weren't taken off the shelves. The shelves were very crowded and we felt we were getting in the way of the staff, so we came back several times in the evening to pull charts for the next day. The staff were very nice and courteous. We finished the charts in Browning on March 14th and went to Babb that same afternoon. They had a small clinic and we finished that same day.



On March 15th we went to Heart Butte. They also had a small Clinic and we were through there by the next afternoon. Every one we met there were very nice and friendly too. That same evening we counted the major illnesses and separated the sections of the charts at the motel. We had evaluated 1528 charts altogether.

*Margaret Parker*

# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

March 28, 1977

Phone (406) 395-4395

Dec. 28, 1976, I started employment at Rocky Boys, as the Health Assessor Assistant, spent the first week reviewing the Contract and Privacy Act.

Jan. 3, 1977, The Health Assessment Team for the Aged and Aging attended training in Billings at the Area Office with Mr. Harvey Lich. Second part of the training was at Crow Agency Clinic, with their Medical records.

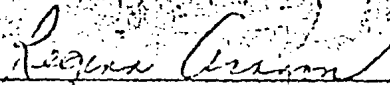
Jan. 10, 1977, First time out in the field, the team worked at Fort Belknap. There we found more records than estimated as, the finishing date Jan. 25.

Jan 26; I alone started on the Medical records at Rocky Boys, of those 45 years of age and over. By Feb. 4, I had done 128 charts.

Feb. 7; I went with the team to Browning we were there for five weeks, two hours at Babb, and a day and a half at Heart Butte. On this reservation the number of charts was under than what was estimated.

March 22; I returned to complete the records at Rocky Boys clinic, completed March 24. Here I found more than what was thought to be.

At all of the clinics we counted the total major illnesses, found what the actual count was of those 45 years and over.

  
Regina Aragon, Assistant  
Health Assessor Team

# Rocky Boy Health Board

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## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

March 7, 1977

Phone (466) 395-4395

Dear Mr. Lich:

The team began the project at the Browning Facility on February 1, 1977. We have had numerous problems since our arrival.

1. Locator cards are not updated.
2. Many death charts are filed with the active charts even though the persons have been deceased a number of years.
3. Searching and finding the charts is the most time consuming project. Charts are stored in the basement which should be on the active file since some of the patients were seen in 1975. Others are stored in boxes in the basement room.
4. There appears to be no order in the individual filing.

The contract facility and Doctors are very cooperative in sending a narrative report so we are able to get a more accurate count.

The team evaluated 900 charts for the month of February.

We should complete the evaluation by March 29, 1977, at the Browning Facility.

*Alberta St. Pierre*  
Alberta St. Pierre, Supervisor

# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

Phone (406) 395-4395

Monthly Narrative Report  
for the month of January, 1977

The Health Assessment team and Mrs. Sutherland traveled to Billings for orientation on January 3, 1977. On January 3, 1977 we went to Crow Agency to pilot test the forms we are going to use. Questions were then asked and answered. We were also in Crow on January 4, 5 1977.

We began the project on January 10, 1977 in Ft. Belknap through January 26, 1977. Everything seemed to have gone well with the exception of direct contract. Narrative reports from the contract Doctors weren't in the chart, so we weren't able to give a correct count on each contract. The I.H.S staff were a great help to the team.

The team will visit Browning on Monday, January 31, 1977.

*Alberta St. Pierre*

Alberta St Pierre  
Supervisor

# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

Monthly Narrative Report  
for the month of December.

Phone (406) 395-4395

All applicants that had applied for the Health Assessor positions were notified of the selections. The selected applicants reported to work on December 20, 1976. Meanwhile the Health Board Director worked on the budget and scheduling of days required at each Service Unit, etc. Numerous telephone calls were made to the Area office regarding items concerning the contract.

A P.R.(Public Relations) visit was paid to Ft. Belnap Agency on December 21, 1976. Representatives from the Tribal Council, Health Board, Service Unit and other agency programs were invited to the meeting. The Health Board Director introduced the team and explained the project. An interesting and informative answer and question period followed.

The team spent the rest of the month preparing materials, ordering supplies, and orientating themselves to the project objectives.

Alberta St. Pierre, L.M.S.  
Alberta St. Pierre  
Supervisor



# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

Phone (406) 395-4395

Monthly Narrative Report  
for the month of November, 1976.

The Health Assessor's job advertisements were posted locally in addition to sending copies of the advertisements to the eight Tribal chairmen in the Billings Area.

Typing tests were given to the Clerk/typist applicants; letters were sent to all applicants references; letters were sent to all applicants indicating they needed to have proof of recent physical examinations; an interview questionnaire was prepared for the hiring (see attachment). Fourteen people applied for the positions; seven applicants were present for the interview (see attachment). The Supervisor, Assistant, and Clerk/typist were hired and alternates for each position was also made on November 29, 1976.

The Health Assessors team will begin working on December 20, 1976. Specialized training will begin January 3, 1977. in Billings.

Lydia Sutherland  
Health Board Director

John L. Mitchell  
Health Board Chairman

12-7-76  
Date

12/8/76  
Date

# Rocky Boy Health Board

## MEMBERS

John L. Mitchell - Chairman  
Ivan Raining Bird - V. Chair.  
Judith Ferguson - Secretary  
Bill Denny  
Sophie Meyers

Phone (406) 395-4395

Monthly Narrative for the  
month of October, 1976.

The Health Board approved the job description for the project staff on October 19, 1976. The positions were advertised on October 20, 1976, (See Attachment).

Two Board members and the Health Board Director attended a two day workshop in Billings on October 27-28, 1976. The workshop pertained to the proposed format to be used for compiling health information (from the health records) at each Service Unit site. Mr. Lich, Project Director, and Ms. Dixon coordinated the project. Approximately ten people attended the workshop; their input was greatly appreciated and was also very helpful. A semi-final draft version of the format was developed.

Plans for specialized training will be completed in November.

Lydia Sutherland  
Lydia Sutherland  
Health Board Director.

November 3, 1976  
Date

Wm. P. (116)  
11/3/76

Attachment #3  
Ltr. Re: Output



DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

JUN 15 1978

Our Reference: PP&S

Mr. John Allen, Chairman  
 Ft. Belknap Community Council  
 Harlem, Montana 59526

Dear Mr. Allen:

The tribal evaluation contract to assess the health status of the aging and aged population in the Billings Area was completed by the Rocky Boy's Health Department December 31, 1978. We first figured on preparing statistical tabulations by hand tallies; however, the volume of forms (approximately 10,000) makes this task unreasonable. We have obtained the necessary clearances from GSA etc., for automatic data processing (keytaping and computerization) outside the agency and have received cost estimates for same.

Before the card or tape layout can be developed and keypunching begin, we must provide the contractor with a list of all the various types of tabulations we will want.

Attached for your use and information is a copy of the form used in collecting the health information for the aging and aged population and samples of various types of tabulations that could be produced. We are requesting input from your facility/organization as to what additional types of formats/information will be helpful to your health program. What types of information (printouts) would be helpful for the service unit program (IHS)? For the Tribal Health programs or establish new programs? Would any listings be of value to the clinical director and his staff?

Please review the attached sample reports, develop additional reports, changes, etc., and return to this office no later than July 10, 1978.

Sincerely yours,

S/ J. R. Smith

J. R. Smith  
 Director, Billings Area  
 Indian Health Service

FILE  
 COPY

OFFICE	SURNAME	DATE	OFFICE	SURNAME	DATE	OFFICE	SURNAME	DATE
Attachments	PP&S	6/15/78						
cc: Director, Ft. Belknap Tribal Health Department								
P.O. Box 459								
Harlem, Montana 59526								





Attachment #4  
Outfit Reports

BLACKFEET

Alaphabetic Listing

Patients with more than 3 hospitalizations

<u>Name</u>	<u>Date of Birth</u>	<u>Community</u>	<u>SSN</u>	<u>IHS Unit #</u>	<u>Sex</u>
-------------	----------------------	------------------	------------	-------------------	------------

(For each Service Unit)

S A M P L E F O R M A T

BLACKFEET

Alaphabetic Listing

Patients with more than 6 Outpatient Visits

Name

Date of Birth

Community

SSN

IHS Unit #

Sex

(For each Service Unit)

S A M P L E F O R M A T .

BLACKFEET

Alaphabetic Listing

Patients with 3 or more Major Health Problems

<u>Name</u>	<u>Date of Birth</u>	<u>Community</u>	<u>SSN</u>	<u>IHS Unit #</u>	<u>Sex</u>
Doe, John Hypertension, Cardiovascular Disease, Vision Problems, Ulcer	03-14-1925	Babb	222-22-2222	011111	M
Franks, Mary Cirrhosis, Alcholism, Hearing Problem	07-17-1922	Browning	320-55-7676	12334	F

(For each Service Unit)

S A M P L E F O R M A T

BLACKFEET

Alaphabetic Listing

Diabetics (3)\*

Name                      Date of Birth                      Community                      SSN                      IHS Unit #                      Sex

(For each Service Unit)

S A M P L E      F O R M A T

\*Major Health Problem #



BLACKFEET

Alaphabetic Listing

Cardiovascular Disease (2)\*

Name

Date of Birth

Community

SSN

IHS Unit #

Sex

(For each Service Unit)

S A M P L E F O R M A T

\*Major Health Problem #

BLACKFEET

Alaphabetic Listing

Hypertensives (1)\*

Name

Date of Birth

Community

SSN

IHS Unit #

Sex

(For each Service Unit)

S A M P L E F O R M A T

\*Major Health Problem #

BLACKFEET

Major Health Problems by Community

Babb

<u>Problem</u>	<u>Total</u>	<u>Male</u>	<u>Female</u>
1. Dental	25	12	13
2. Cardiovascular Disease	22	12	10
3. Diabetes Mellitus	16	9	7
4.			

(For each community in each Service Unit) - *non-service unit communities together*  
Note: Ranked - highest to lowest

S A M P L E F O R M A T

BLACKFEET

Major Health Problems by Age Group  
45-49

<u>Problem</u>	<u>Total</u>	<u>Male</u>	<u>Female</u>
1. Polyarthritiis	61	31	30
2. Vision	49	25	24
3. Mental Health Consultation	27	10	17

(For 9 age groups 45-49 to 80+ for each Service Unit)

Note: Ranked - highest to lowest

S A M P L E F O R M A T

BLACKFEET

Major Health Problems

<u>Problem</u>	<u>Total</u>	<u>Male</u>	<u>Female</u>
1. Vision Problems	408	188	220
2. Dental	288	112	176
3. Hypertension	254	130	124
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

(For each Service Unit)

Note: Ranked - highest to lowest

S A M P L E F O R M A T

BLACKFEET

Alphabetic Listing

<u>Name</u>	<u>Date of Birth</u>	<u>Community</u>	<u>SSN</u>	<u>IHS#</u>	<u>Sex</u>
Able, John	03-04-1918	Heart Butte	520-36-9913	012311	M
Boy, Clara	10-02-1898	Browning	316-12-1414	100121	F
<i>Comes at Night, John</i>	<i>01-21-1909</i>	<i>Non-S.U.</i>	<i>220-20-6841</i>	<i>03122</i>	<i>M</i>

For Each Service Unit

S A M P L E F O R M A T

## BLACKFEET

Workload - FY 1972

Number by sex	Age Group	<u>Outpatient Visits</u>		<u>Hospitalized</u>	<u>Health Indicators</u>		
		<u>Direct</u>	<u>Contract</u>	<u>Direct &amp; Contract</u>	<u>Physical exams</u>	<u>Obesity</u>	<u>Not taking Medication.</u>
108 F	45-49	570	12	14	11	3	1
119 M	45-49	601	17	16	18	2	1
148 F	50-54	705	14	18	18	10	-
137 M	50-54	675	20	20	19	7	1

For each Service Unit  
 (By year 1972 to 1976)  
 (Summary all years 1972 through 1976)

S A M P L E F O R M A T

BLACKFEET

Workload by Community  
(FY 1972 through FY 1976)

(For each community in each Service Unit)

*All non-service unit communities for each service unit together*

S A M P L E F O R M A T



\*A=Active  
I=Inactive  
C=Converter  
R=Reactor

BLACKFEET

\*\*X=Yes

\*\*\*  
Q=Quarterly  
S=Semiannually  
A=Annually

Alphabetic Listing

Tuberculosis

<u>Name</u>	<u>IHS Unit #</u>	<u>Patient Status*</u>	<u>On Medications**</u>	<u>Follow-up***</u>	<u>Chest X-Rays***</u>
Able, John	012311	A	X	S	S
Boy, Clara	100121	I			

(For each Service Unit)

S A M P L E            F O R M A T

Contracts  
Phase I & II

Phase II

MAY 2 1977

Director, Indian Health Service, Rockville, MD  
Attention: Chief, Evaluation Branch

Refer to: PP&S

Director, Billings Area  
Indian Health Service

Extension of Fiscal Year 1976 Tribal Evaluation Contract for  
Fiscal Year 1977

Per your memorandum of April 3, 1977, Phase I of the Tribal Evaluation, Contract #HSA-244-76-0153 with the Rocky Boy Health Board (Chippewa-Cree Tribe) for "Health Assessment of the Aging and Aged Population" expires June 30, 1977.

The evaluation schedule is on time and five of the eight Billings Area Service Units will be assessed by June 30, 1977. Phase II of the contract will include assessment of the other three service units and compiling the data from the worksheets. Phase II should be considered as our Fiscal Year 1977, Tribal Evaluation project and funds in the amount of \$50,000. should be allocated to the Billings Area.

Your earliest consideration would be appreciated so the staff employed by the Rocky Boy Health Board to do the health assessment are assured of continual employment until Phase II is completed.

J. R. Smith

cc: Director, Rocky Boy's Health Department  
Rocky Boy's Route  
Box Elder, Montana 59521

PP&S:HLich:db:5/2/77

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Our Reference: AS

JUL 20 1977

Mr. John L. Mitchell, Chairman  
Rocky Boy Health Board  
Rocky Boy Route  
Box Elder, Montana 59521

Dear Mr. Mitchell:

Enclosed for your information and files is Modification No. One (1) under Contract HSA -244-75-0153 for Health Assessment of the aging and aged. This contract number should be referred to on all correspondence and invoices.

Sincerely yours,

Thomas E. Moran  
Contract Specialist

Enclosure

cc: PP&S-Attn: Mr. Lich-Billings Area Office  
Service Unit Director-Rocky Boy Service Unit

AS:TEMORNA: 1g 8/20/77

FILE  
COPY

OFFICE	SURNAME	DATE	OFFICE	SURNAME	DATE	OFFICE	SURNAME
AS	J	7/20/77					

JUL 20 1977

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. One (1)	2. EFFECTIVE DATE 7/20/77	3. REQUISITION/PURCHASE REC. NO. dtd 7/14/77	4. PROJECT NO. (If applicable)
5. ISSUED BY IS-Indian Health Service P. O. Box 2143 Billings, Montana 59103	6. ADMINISTERED BY (If other than block 5)	CODE	

7. CONTRACTOR NAME AND ADDRESS Rocky Boy Health Board Rocky Boy Route Box Elder, Montana 59521	8. AMENDMENT OF SOLICITATION NO. DATED (See block 9)	MODIFICATION OF CONTRACT/ORDER NO. <u>ISA 244-76-015</u> DATED <u>9/30/76</u> (See block 11)
---	---	---

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers  is extended,  is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:  
 (a) By signing and returning \_\_\_\_\_ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

750390-7-2844-18-25.9Y-29-30 INCREASE \$50,000.00

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

- (a)  This Change Order is issued pursuant to Paragraph 21, General Provisions  
The Changes set forth in block 12 are made to the above numbered contract/order.
- (b)  The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
- (c)  This Supplemental Agreement is entered into pursuant to authority of \_\_\_\_\_  
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SUBJECT: HEALTH ASSESSMENT OF THE AGING AND AGED INDIAN POPULATION

1. This modification shall add phase II to this contract as part E of Article I- description and scope of work. (See attached)
2. Contract amount is hereby increased from \$50,000.00 to \$100,000.00  

RECAP:	Original Contract Amount	\$50,000.00
	Modification No. 1 (Increase)	<u>50,000.00</u>
	New Contract Amount	\$100,000.00
3. Contract period is extended from June 30, 1977 to a new expiration date of December 31, 1977.

Except as provided herein, all terms and conditions of the document referenced in block 8, as herebefore changed, remain unchanged and in full force and effect.

CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT  CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN all COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR BY <u>See below</u> (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY <u>Thomas E. Moran</u> (Signature of Contracting Officer)
---	---

15. NAME AND TITLE OF SIGNER (Type or print) <u>Paul D. L. ...</u>	16. DATE SIGNED ... 1977	18. NAME OF CONTRACTING OFFICER (Type or print) Thomas E. Moran	19. DATE JUL 20 1977
---	-----------------------------	--	-------------------------

ARTICLE I-DESCRIPTION AND SCOPE  
OF WORK

E. PROJECT

1. Name and Address of Tribal Evaluation Organization:

Rocky Boy Health Board  
Rocky Boy Route  
Box Elder, Montana 59521

2. Project Title: Health Assessment of "Aging and Aged" Population

3. Amount: The Indian Health Service will contract with the Rocky Boy Health Board for Phase II of this service. The cost of this phase of the contract, utilizing Fiscal Year 1977 funds, will be \$50,000.

4. Duration: Phase I of this project began October 1, 1976, and ended June 30, 1977, and included the following five reservations: Blackfeet, Flathead, Fort Belknap, Rocky Boy's and Fort Peck. Phase II of this proposal would include an evaluation of the data collected and completion of the other three service units in the Billings Area (Wind River, Northern Cheyenne and Crow).

PROBLEM:

5. Need for Evaluation:

"SAME AS PHASE I"

6. Objectives of the Evaluation:

"SAME AS PHASE I"

EVALUATION

7. Methodology:

"SAME AS PHASE I"

Addition:

Return Site Visit: The health assessment team will revisit each facility to validate specific individual and geographic information recorded on the health assessment form. This is vital before detailed analysis should be made. The health locator cards at each facility, where the geographic and individual information is recorded from, is completed the first time a patient comes to a facility for health care. Since this could be 10-30 years ago, the patients' community, county and state of residence may be incorrect now. The locator cards should be kept current; however, it is known that health record personnel do not have the time to query each patient each time they present themselves for medical care. Updated community, county and state codes can be obtained from quering the Community Health Representatives at each Service Unit. Specific data such as community, county, and state, sex, tribe and blood quantum will be coded by the health assessment team for possible use in automatic data processing.

General Approach: Health assessment team will record health indicators of Indian people 45 + years of age at the Wind River, Northern Cheyenne, and Crow Service Units by November 1, 1977. In August or September, a meeting will be held with three Area staff, selected Service Unit Directors, selected Tribal Health Directors and other Indian people from communities to review and analyze the data collected. This group will determine what types of analysis will be useful to the Indian community and what types of analysis will be useful for

Service Unit management with the following objectives in mind:

- a. Improve existing health programs for Indian people within this age group without additional resources.
- b. Expand existing health program for Indian people within this age group with additional resources.
- c. Initiate new programs for Indian people within this age group with additional resources.
- d. Explore alternate resources, such as county, state, federal, and private organizations to obtain additional funding for programs selected.

8. Work Plan:

The contractor will schedule his work as follows:

- (1) By November 1, 1977, assess the health records of the Indian people 45 + years of age at the Wind River, Northern Cheyenne, and Crow Reservations.
- (2) By December 31, 1977, completed return site visits to each reservation to validate specific data collected.

9. Budget: See attached.

10. Previous Work: Not applicable.

11. Use:

"SAME AS PHASE I"



9. Budget:

1 Director, Health Assessor (16,500 per annum plus 20% benefits)	\$19,800
1 Health Assessor (\$12,000 per annum plus 20% benefits)	14,400
1 Clerk (\$8,000 per annum plus 20% benefits)	9,600
<b>TOTAL SALARIES PLUS BENEFITS (6months)</b>	<b>\$21,900</b>

Travel and Per Diem

Travel and per diem for Tribal Projects Director to visit three reservations and explain assessment to local Indian community health board and service unit staff plus on-site surveys of team members-  
Total of 8 trips-average \$200.00 per trip \$1,600

Estimate approximately 2,500 health records must be abstracted. Based on an average of 6 records per hour, estimate it will take approximately 60 work days plus 24 weekend days.

84 days X \$105. (3 people) per diem only= \$8,820

Estimated mileage from Rocky Boy's, Montana and return - - - accommodations to & from facility

Wind River - 1,094	"	"	"	"	720	(1 auto only)
Crow - 678	"	"	"	"	576	(1 auto only)
N. Cheyenne- 766	"	"	"	"	1,248	(1 auto only)
<b>Total</b>	<b>2,538 X 3 (staff) = 7,614 +</b>				<b>2,544</b>	
					<b>=10,158</b>	
					<b>X .15¢ per mile= 1,600.</b>	

Return site visit to each Service Unit to validate and code specific data recorded on the health assessment form. 40 work days plus, 16 weekends days = 56 days  
56 days X \$105. (3 people) per diem only \$5,880  
Mileage from Billings, MT to each site and return 9,202 X .15¢ per mile \$1,380

**TOTAL TRAVEL AND PER DIEM \$19,280**

Miscellaneous Expenses

Telephone - \$100 per month X 6 months.	\$600
Office Supplies	\$200.
Reproduction-Xerox 2 copies of each form, approximately 2,600 X 2= 5,200 X .10 =	\$520

**TOTAL MISCELLANEOUS \$1,320**

**SUB-TOTAL \$42,500**

Administrative overhead 15% 7,500

**TOTAL**

**\$50,000**

Phase I

OCT 06 1976

Rocky Boy Health Board  
Rocky Boy Route  
Box Elder, MT 59521  
Attention: Mr. John L. Mitchell

Dear Mr. Mitchell:

Enclosed for your information and file is your executed copy of Contract Number HSA-244-76-0153 for the health assessment of the aging and aged Indian population in the States of Montana and Wyoming. This contract number should be referred to on all invoices and correspondence. The effective date of the contract is from September 30, 1976 through June 30, 1977.

Sincerely yours,

J. R. Smith  
Director, Billings Area  
Indian Health Service

Enclosure

cc: FM-BAO  
Program Planning and Stats - BAO

NEGOTIATED CONTRACT

UNCLASSIFIED (S) (C) (15)  
25 USC 47

TYPE OF CONTRACT  
Firm Fixed  
Price

ISSUING OFFICE

Indian Health Service  
P.O. Box 2143  
Billings, Montana 59103

CONTRACT FOR

Health Assessment of the  
Aging and Aged Indian Population

CONTRACTOR (Name and Address)

Rocky Boy Health Board  
Rocky Boy Route  
Box Elder, Montana 59521

ACCOUNTING AND APPROPRIATION DATA

7560390  
6-2844-18-25.9Y-29-30

PLACE OF PERFORMANCE

States of Montana and Wyoming

CONTRACT AMOUNT

\$50,000.00

MAIL VOUCHERS TO

Financial Management Branch  
Indian Health Service  
P.O. Box 2143  
Billings, Montana 59103

SPONSOR

N/A

EFFECTIVE DATE

September 30, 1976

EXPIRATION DATE

June 30, 1977

CONTRACTOR REPRESENTS

1. That it  is,  is not, a small business concern. If he is a small business concern and is not the manufacturer of the supplies to be furnished hereunder, he also represents that all such supplies  will,  will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration.) (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed definitions and related procedures.)
2. That it is a  REGULAR DEALER IN,  MANUFACTURER OF, the supplies covered by this contract
3. That it is an  INDIVIDUAL,  STATE OR LOCAL AGENCY,  PARTNERSHIP,  JOINT VENTURE,  NON-PROFIT,  EDUCATIONAL INSTITUTION,  CORPORATION organized and existing under the laws of the state of

The Contractor agrees to furnish and deliver all supplies and perform all the services set forth in the attached Special Provisions, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Special Provisions and the General Provisions. To the extent of any inconsistency between the Special Provisions or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Special Provisions and the General Provisions shall control. To the extent of any inconsistency between the Special Provisions and the General Provisions, the Special Provisions shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

Rocky Boy Health Board		UNITED STATES OF AMERICA	
NAME OF CONTRACTOR			
BY <i>John L. Mitchell</i>	SIGNATURE OF AUTHORIZED INDIVIDUAL	BY <i>Rande L. Simon</i>	SIGNATURE OF CONTRACTING OFFICER
John L. Mitchell	TYPED NAME	Rande L. Simon	TYPED NAME
TITLE Chairman		SEP 30 1976	DATE
<i>30 Sept. 76</i>	DATE		

CONTRACT NO.  
HSA-244-76-0158

CONTENTS OF CONTRACT

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THIS CONTRACT CONSISTS OF:

1. COVER PAGE HEW-554

2. SPECIAL PROVISIONS HEW-555

ARTICLE I	Description and Scope of Work
ARTICLE II	Period of Performance
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3. GENERAL PROVISIONS, HEW FORM 313 (REV. 8/64) NEGOTIATED

4. PHS 5191, Alterations to Contract General Provisions

5. HSM-401A Additional Alterations to Contract General Provisions

6. Privacy Act

**A. CLE I - Description and Scope of Work:**

The Contractor shall furnish all necessary personnel, materials, services, facilities and otherwise do all things necessary for or incident to the performance of the work set forth below:

The Indian Health Service envisions a two phase contract for these evaluation services. This contract provides funding for the first phase which includes formation of the evaluation team, preparation of the format for extraction of pertinent data items from health records, and evaluation of those records at four Indian Reservations. Funding for phase two of this evaluation is subject to Congressional appropriation, and may or may not be undertaken. If the second phase is funded, evaluation of four additional reservation records and a final narrative report will be required. Phase two may be accomplished by modification to this contract or by separate contract.

**A. Background and Need for Evaluation:**

Both the 1971 White House Conference on Aging and the National Tribal Chairman's Association (NTCA) Indian Conference on the Aging, June 15-17, 1976, outlined the basic issues affecting the elderly. They are primarily housing, legal services, nutrition, nursing homes, day care, transportation, health, health education, and physical and spiritual well-being. The Indian Health Service is concerned about all of the above mentioned issues, however, our program priorities must be placed on health, health education and nutrition. Although the needs and problems of the "aging and aged" are not new, the Billings Area Indian Health Service has not attempted to provide special health services for these specific age groups in the past.

Before any specific Billings Area IHS program for the "aging and aged" can be defined, we must first know the "aging and aged" population within specified age groups and conduct a health assessment on each individual. The "aging and aged" population and their health assessment must be completed before the Indian Health Service, tribal leaders, local communities, etc., can identify total service requirements, staff requirements, facility requirements, financial requirements and linkage requirements to utilize all available resources within and outside of the Indian Health Service. After the above information is collected, key IHS staff will then explore with tribal health boards, local communities, IHS and BIA staffs, and possibly other ancillary staff, to obtain their interest and concern in health matters pertaining to the "aging and aged". In addition, the Indian Health Service must also assist interested local communities in developing meaningful information to support the need for basic essential services not now available and to determine gaps in health services and methods of meeting these needs.

The "aging and aged" Indian people must have the opportunity of choosing how they spend their latter years in reasonably good or poor health and either at home or in an institutional setting designed and operated to fit their special requirements.

**B. Objectives of the Evaluation:**

- a. To identify the "aging and aged" Indian population at each service unit within the Billings Area which will include all Indian people 45 years of age or older.

- b. To abstract the health status of the specified Indian population 45 years of age or older with a long-range objective which is to assist the Indian leaders and communities in planning, coordinating and implementing programs to improve and increase health services for this specific population.

C. Evaluation

Methodology: Qualified individual(s) will be hired by the contractor.

The individuals must meet the qualifications of the Indian Health Service, and be approved by the Project Officer prior to initiation of work. Written approval must be granted from the Director, Billings Area Indian Health Service, before abstraction of health data from individual records will commence.

The health abstractors will use each facilities' locator cards to identify all of the Indian people 45 years of age and over. Specific information will be recorded on a form which is to be designed jointly by Indian representatives and the Billings Area Indian Health Service staff. The Indian Health Service's a health records of all those identified will be pulled and specific data abstracted. Additional pertinent information as may be agreed to may be obtained, if appropriate, from specific service unit staff. Records of non-Indians at the IHS facilities will not be reviewed unless the record is for a non-Indian female married to an Indian male or a non-Indian female who is the widow of an Indian male.

During this phase of the project, health abstractors will visit the following reservations within the Billings Area: Blackfeet, Flathead, Fort Belknap and Rocky Boy's. The team will not leave one service unit until all records have been reviewed. The Area Director will direct each Service Unit Director to make space available so the health abstractors are not required to move the health records outside of the health station, health center, or hospital. In addition, each Service Unit Director will be directed to provide clerical support while the health assessors are at their service unit. This individual would primarily be pulling and filing the health records in their proper location.

D. Work Plan

- a. The contractor will schedule his work as follows:
1. October 1-December 1, 1976 - Contractor will recruit for qualified individuals to abstract data from health records - including obtaining the approval of the Director, Billings Area Indian Health Service.
  2. December 1-31, 1976 - Tribal Project Director, health abstractors and clerk will receive orientation and training, either in the Billings Area Office, at the local service unit, or both. One service unit will be visited for orientation to use of locator cards, how health records are filed, form filled out, etc. The contractor, in concert with the Project Officer, will establish a schedule of service units to visit.

3. January 1, 1977 to June 30, 1977 - Approximately 5,760 health records Indian people 45 years of age and over will be abstracted.

#### ARTICLE II - Period of Performance

The effective period of this contract shall begin September 30, 1976 through June 30, 1977.

#### ARTICLE II - Delivery of Data

The completed evaluation sheet on each individual shall be reproduced in sufficient quantity for distribution as follows:

1. Service Unit Director of effected location - 1 copy.
2. Project officer, IHS - 1 copy.

Evaluation sheets shall be delivered within thirty (30) days of completion of the site visit at the effected service unit.

#### ARTICLE IV - Project Officer

The Area Program Planning and Statistical Officer located at the Billings Area Indian Health Service, Billings, Montana is hereby designated the Project Officer to administer technical aspects associated with this contract. The Project Officer is responsible for technical aid to the Contractor in preparing the evaluation format, scheduling site visits for the evaluation, obtaining necessary clearances from the Area Director, and such general technical guidance as may be required. The Project Officer is not authorized to make any changes in the contract which effect the contract amount, terms of conditions. The Contracting Officer is the only party authorized to bind the Government.

#### ARTICLE V - Review and Approval

Review and evaluation of the progress of the study may be made at any time during the contract period by the Contracting Officer or his duly authorized representative.

#### ARTICLE VI - Reports

The Contractor shall furnish a written report monthly with invoice. The report shall consist of a narrative describing the work done during the preceeding month, number of health records evaluated, work site for the invoices period, and problem areas encountered. Projected travel, work site and number of records to be evaluated during the coming month should also be discussed.

#### ARTICLE VII - Consideration and Payment

- A. The Billings Area Indian Health Service will reimburse the Rocky Boy Health Board in accordance with the following schedule:

<u>Payments No.</u>	<u>Billing Period Ending</u>	<u>Amount</u>
1.	October 31, 1976	\$1000.00
2.	November 30, 1976	\$1000.00
3.	December 31, 1976	\$6000.00
4.	January 31, 1977	\$7000.00
5.	February 28, 1977	\$7000.00
6.	March 31, 1977	\$7000.00
7.	April 30, 1977	\$7000.00
8.	May 31, 1977	\$7000.00
9.	June 30, 1977	\$7000.00

TOTAL \$50,000.00

- B. Payment will be made, in arrears, upon submission of certified invoices (original and two copies) each month, to the Project Officer with the narrative report for certification of contract performance. The invoice shall then be directed to the Contracting Officer for verification of Contract Compliance and certification for payment. Advance payments are not authorized. Payment will be made in accordance with the schedule shown in paragraph A, above.



**GENERAL PROVISIONS**  
(Negotiated Fixed-Price Contract  
with Non-Profit Organization)

**1. DEFINITIONS**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department of Health, Education, and Welfare; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.
- (c) The term "Department" means the Department of Health, Education, and Welfare.
- (d) The term "constituent agency" means the agency of the Department responsible for the administration of this contract.
- (e) Except as otherwise provided in this contract, the term "subcontract" includes purchase orders under this contract.

**2. DISPUTES**

- (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall

proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- (b) This "DISPUTES" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**3. CONTRACT WORK HOURS STANDARDS ACT-OVERTIME COMPENSATION**

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U. S. C. 327-330), is subject to the following provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph (a).
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on

account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

- (d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.
- (e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

#### 4. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U. S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

#### 5. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

#### 6. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, ch. 60). Exemptions include contracts and subcontracts (i) not exceeding \$10,000, (ii) not exceeding \$100,000 for standard commercial supplies or raw materials, and (iii) under which work is performed outside the United States and no recruitment of workers within the United States is involved.)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor.<sup>1</sup> The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 7. NOTICE TO THE GOVERNMENT OF DELAYS

Whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall within ten days give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

#### 8. ASSIGNMENT OF CLAIMS

- (a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Atomic Energy

<sup>1</sup>Unless otherwise provided, the "Equal Opportunity" clause is not required to be inserted in subcontracts below the second tier except for subcontracts involving the performance of "construction work" at the "site of construction" (as those terms are defined in the Committee's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the "Equal Opportunity" clause.

Commission, the National Aeronautics and Space Administration, the Federal Aviation Agency, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

- (b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

#### 9. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, 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 for its general benefit.

#### 10. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 11. BUY AMERICAN ACT

- (a) In acquiring end products, the Buy American Act (41 U.S. Code 10 a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:
- (i) "components" means those articles, materials, and supplies, which are directly incorporated in the end products;
- (ii) "end products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and
- (iii) a "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the

United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

- (b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:
- (i) which are for use outside the United States;
  - (ii) which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;
  - (iii) as to which the Secretary determines the domestic preference to be inconsistent with the public interest; or
  - (iv) as to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954)

## 12. RIGHTS IN DATA

- (a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproduction, drawings or other graphical representatives, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration.
- (b) Subject to the proviso of (c) below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all Subject Data delivered under this contract.
- (c) The Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all Subject Data now or hereafter covered by copyright: Provided, That with respect to such Subject Data not originated in the performance of this contract but which is incorporated in the work furnished under this contract such license shall be only to the extent that the Contractor, its employees, or any individual

or concern employed or assigned by the Contractor to originate and prepare such Data under this contract, now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

- (d) The Contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the Subject Data furnished under this contract, of all invasions of the right of privacy contained therein and of all portions of such Data copied from work not composed or produced in the performance of this contract and not licensed under this clause.
- (e) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Subject Data delivered under this contract.
- (f) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- (g) The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate or ignore any such markings.
- (h) The Contractor further agrees that he will not publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Project Officer designated in this contract.

## 13. REPORTING OF ROYALTIES

- (a) The Contractor shall report in writing to the Contracting Officer as soon as practicable after execution of this contract whether or not any royalties in excess of \$250 have been paid or are to be paid by the Contractor directly to any person or firm in connection with the performance of this contract. If royalties in excess of \$250 have been paid or are to be paid to any person or firm, the report shall include the following items of information with respect to such royalties (including the initial \$250):
  - (i) The name and address of each licensor to whom total royalties in excess of \$250 have been paid or are to be paid.
  - (ii) The patent numbers, patent application serial numbers (with filing dates) or other identification for the basis of such royalties.

- (iii) The manner of computing the royalties consisting of (a) a brief identification of each royalty-bearing unit or process, (b) the total amount of royalties, and (c) the percentage rate or dollars and cents amount of royalties on each such unit or process; provided that if royalties cannot be computed in terms of units or dollars and cents value, then other data showing the manner in which the licensor computes the royalties.

#### 14. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract).

#### 15. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

#### 16. UTILIZATION OF SMALL BUSINESS CONCERNS

- (a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.
- (b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

#### 17. UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

The following clause is applicable if this contract exceeds \$5,000. It is the policy of the Govern-

ment to place contracts with concerns which will perform such contracts substantially in areas of persistent or substantial labor surplus, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (a) persistent labor surplus area concerns which are also small business concerns; (b) other persistent labor surplus area concerns; (c) substantial labor surplus area concerns which are also small business concerns; (d) other substantial labor surplus area concerns; and (e) small business concerns which are not labor surplus area concerns.

#### 18. EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL

- (a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
- (b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

#### 19. INSPECTION

The Government, through any authorized representatives, has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

#### 20. PATENT RIGHTS

- (a) Whenever any invention, improvement, or discovery (whether or not patentable) is

made or conceived or for the first time actually or constructively reduced to practice, by the Contractor or its employees, in the course of, in connection with, or under the terms of this contract, the Contractor shall immediately give the Contracting Officer written notice thereof, and shall promptly thereafter furnish the Contracting Officer with complete information thereon; and the head of the constituent agency shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the head of the constituent agency on all these matters shall be accepted as final and the provisions of the Clause of this contract entitled "DISPUTES" shall not apply; and the Contractor agrees that it will, and warrants that all of its employees who may be the inventors will, execute all documents and do all things necessary or proper to the effectuation of such determination.

- (b) Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of this Clause from all persons who perform any part of the work under this Contract, except such clerical and manual labor personnel as will have no access to technical data.
- (c) Except as otherwise authorized in writing by the Contracting Officer, the Contractor will insert in each subcontract, having experimental, developmental, or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

## 21. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following (i) drawings, designs, or specifications, (ii) method of shipment or packing, (iii) place of inspection, delivery, or acceptance, and (iv) the amount of Government-furnished property. If any such change causes an increase or decrease in the cost of, or the time required for performance of, this contract, or otherwise affects any other provisions of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (i) in the contract price or time of performance, or both, and (ii) in such provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract.

Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## 22. FEDERAL, STATE, AND LOCAL TAXES

- (a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.
- (b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and--
  - (1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: Provided, That the Contractor if requested by the contracting officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or
  - (2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain, a refund or drawback of, any such Federal excise tax or duty.
- (c) No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonable be expected to be over \$100.

- (d) As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.
- (e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the direction of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

### 23. SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining the prior written approval of the Contracting Officer and subject to such conditions and provisions as he may deem necessary, in his discretion, to protect the interests of the Government; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Contractor of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this contract; provided, further, however, that the aforesaid right of Contractor to engage such services shall in no event be construed to permit the Contractor to subcontract with a third-party for the performance of any major function contemplated under this contract to be performed by the Contractor; and provided, further, however, that no provision of this clause and no such approval by the Contracting Officer of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Government in addition to the total contract price.

### 24. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work here-

under shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

- (b) After receipt of the Notice of Termination the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the Contractor agrees to (1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (2) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (c) The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than one year from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such one-year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Any determination of costs under paragraph (c) shall be governed by the cost principles set forth in Subpart 1.15.3 of the Federal Procurement Regulations (41 CFR 1-15.3), as in effect on the date of this contract, except that if the Contractor is not an educational institution the determination shall be governed by Subpart 1-15.2 of the Federal Procurement Regulations (41 CFR 1-15.2).

(e) Subject to the provisions of paragraph (c) above, and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel: Provided, however, That in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to his other activities and operations. Any such agreement shall be embodied in an amendment to this contract and the Contractor shall be paid the agreed amount.

(f) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of this contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand: Provided, That if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning 30 days from the date of such demand.

(g) The Contractor agrees to transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, such information and items which, if the contract had been completed, would have been required to be furnished to the Government, including:

- (1) Completed or partially completed plans, drawings and information; and
- (2) Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

Other than the above, any termination inventory resulting from the termination of the contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract

or shall otherwise be credited to the price or cost of work covered by this contract or paid in such other manner as the Contracting Officer may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

(h) Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this contract.

## 25. GOVERNMENT-FURNISHED PROPERTY

(a) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described elsewhere in this contract, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-Furnished Property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-Furnished Property suitable for use will be delivered to the Contractor at the times stated elsewhere in this contract or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-Furnished Property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by the delay. In the event that Government-Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of such property, or (2) effect repairs or modifications. Upon completion of (1) or (2) above, the Contracting Officer upon timely written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision effected by the return, disposition, repair or modification. The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government-Furnished Property or delivery of such



property in a condition not suitable for its intended use.

- (b) By notice in writing the Contracting Officer may decrease the property furnished or to be furnished by the Government under this contract. In any such case, the Contracting Officer upon timely written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provisions affected by the decrease.
- (c) Title to the Government-Furnished Property shall remain in the Government. Title to Government-Furnished Property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government-Furnished Property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.
- (d) The Government-Furnished Property, unless otherwise specifically provided herein, and except as otherwise approved or directed by the Contracting Officer in writing, shall be used exclusively for the performance of this contract.
- (e) The Contractor shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection and preservation of Government-Furnished Property, until disposed of by the Contractor in accordance with this clause. In the event that any damage occurs to Government-Furnished Property the risk of which has been assumed by the Government under this contract, the Government shall replace such items or the Contractor shall make such repair of the property as the Government directs; provided, however, that if the Contractor cannot effect such repair within the time required, the Contractor may reject such property. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the Government is responsible; and an equitable adjustment will be made in the contract price for any such repair or replacement of Government-Furnished Property made at the direction of the Government. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at its own expense.
- (f) The Contractor also agrees to maintain and administer, in accordance with sound business practice, a property control system which will provide the following: Contract number; nomenclature of item; quantity received; issued; and balance on hand; posting reference to include date received, issued, unit price and location; marking or identification of item; adequate maintenance, storage, and security

of Government-Furnished Property, until disposed of by the Contractor in accordance with this clause. The Contractor further agrees to receipt promptly for all Government property in a form and manner as prescribed by the Contracting Officer.

- (g) The Contractor agrees to make available to authorized representatives of the Contracting Officer at all reasonable times at the office of the Contractor all of its property records under this contract, and access to any premises where any of the Government-Furnished Property is located.
- (h) (i) The Contractor shall not be liable for any loss of or damage to the Government-Furnished Property, or for expenses incidental to such loss or damage except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto):
  - (A) Which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location in which this contract is being performed; or
  - (B) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in subparagraph (A) above, to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection and preservation of Government-Furnished Property as required by subparagraph (e) above; or
  - (C) For which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in this contract; or
  - (D) Which results from a risk expressly required to be insured under some other provision of this contract, or of the schedules or task orders thereunder, but only to the extent of the insurance so required to be procured and maintained or to the extent of insurance actually procured and maintained, whichever is greater; or

- (E) Which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

Provided, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

- (ii) The Contractor represents that it is not including in the price hereunder, and agrees that it will not hereafter include in any price to the Government, any charge or reserve for insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to the Government-Furnished Property, except to the extent that the risk of loss is imposed on the Contractor under (i) (C) above, or insurance has been required under (i) (D) above.

- (iii) Upon the happening of loss or destruction of or damage to any Government-Furnished Property, the Contractor shall notify the Contracting Officer thereof and shall take all reasonable steps to protect the Government-Furnished Property from further damage, separate the damaged and undamaged Government-Furnished Property, put all the Government-Furnished Property in the best possible order, and furnish to the Contracting Officer a statement of:

- (A) the lost, destroyed and damaged Government-Furnished Property;
- (B) the time and origin of the loss, destruction or damage;
- (C) all known interests in commingled property of which the Government-Furnished Property is a part; and
- (D) the insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall be reimbursed for the expenditures made by it in performing its obligations under the subparagraph (iii), to the extent approved by the Contracting Officer and set forth in a supplemental agreement or amendment to this contract.

- (iv) With the prior written approval of the Contracting Officer after loss or destruction of or damage to Government-Furnished Property, and subject to such conditions and limitations as may be imposed by the Contracting Officer, the Contractor may, in order to minimize the loss to the Government or in order to permit resumption of

business or the like, sell for the account of the Government any item of Government-Furnished Property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the Contractor, that separation is impracticable.

- (v) Except to the extent of any loss or destruction of or damage to Government-Furnished Property for which the Contractor is relieved of liability under the foregoing provisions of this clause, and except for reasonable wear and tear or depreciation, or the utilization of the Government-Furnished Property in accordance with the provisions of this Contract, the Government-Furnished Property (other than property permitted to be sold) shall be returned to the Government in as good condition as when received by the Contractor in connection with this contract, or as repaired under paragraph (e) above.

- (vi) In the event the Contractor is reimbursed or compensated for any loss or destruction of or damage to the Government-Furnished Property, it shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the Contracting Officer, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

- (i) Upon completion or expiration of this contract, any Government property which has not been consumed in the performance of this contract or which has not been previously disposed of in accordance with the provisions of this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in paragraph (g) of the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT" with respect to termination inventory. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be credited to the price or costs of the work covered by this contract, or shall be paid in such other manner as the Contracting Officer may direct. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

(j) If the Contracting Officer determines that the interests of the Government require removal of any Government-Furnished Property, or if the Contractor determines any Government-Furnished Property to be in excess of its need under this contract, such Government-Furnished Property shall be disposed of in the same manner as covered by paragraph (i) above. In the

event that the Contracting Officer requires the removal of any Government-Furnished Property under this paragraph (j) or paragraph (i) above, upon timely written request of the Contractor, an equitable adjustment shall be made in the Contract price to cover the direct cost to the Contractor of such removal and of any property damage occasioned thereby.

## ALTERATIONS TO CONTRACT GENERAL PROVISIONS

(Form HEW-313 (Rev. 8/64))

The following alterations have been made in the General Provisions of this contract:

1. Clause No. 6, "EQUAL OPPORTUNITY", is hereby deleted in its entirety and the following substituted therefor:

### 6. EQUAL OPPORTUNITY<sup>1</sup>

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
  - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
  - (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, "a notice to be provided by the agency Contracting Officer," advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provision, including sanctions for non-compliance: *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Clause No. 17, "UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS", is hereby deleted in its entirety and the following substituted therefor:

### 17. UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

(The following clause shall be applicable if this contract exceeds \$5,000.)

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in or near concentrated unemployment or under-employment sections of States or in areas of persistent or substantial labor surplus, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best

<sup>1</sup>On or after October 14, 1968, the term "race, color, religion, sex or national origin" is substituted for the term "race, creed, color, or national origin," as provided by Executive Order No. 11375, October 13, 1967 (32 F.R. 14303).

efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of this clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (a) Certified-eligible concerns which are also small business concerns; (b) other certified-eligible concerns; (c) persistent labor surplus area concerns which are also small business concerns; (d) other persistent labor surplus area concerns; (e) substantial labor surplus area concerns which are also small business concerns; (f) other substantial labor surplus area concerns; and (g) small business concerns which are not labor surplus area concerns.

3. Clause No. 18, "EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL", is hereby deleted in its entirety and the following substituted therefor:

#### 18. EXAMINATION OF RECORDS

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

4. Clause No. 20, "PATENT RIGHTS", is hereby deleted in its entirety and the following substituted therefor:

#### 20. PATENT RIGHTS

(a) As used in this clause, the term

(1) "Invention" or "Invention of discovery" includes any art, machines, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the Patent Laws of the United States of America.

(2) "Made" when used in relation to any Invention or discovery means the conception or first actual or constructive reduction to practice of such Invention in the course of or under the contract.

(b) Determination of Rights to Inventions made by the Contractor shall be made by:

(1) The Assistant Secretary for Health, who shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition of all rights in such Invention, including title to and rights under any patent application or patent which may issue thereon. The determination of the Assistant Secretary for Health, on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "DISPUTES" shall not apply;

(2) The Assistant Secretary for Health, who may, upon the request of the Contractor, determine to exercise his option to waive rights to the Invention in foreign countries.

(c) The following disclosures and reports on inventions made under the contract shall be furnished by the Contractor to the Contracting Officer:

(1) A complete written disclosure of each such Invention promptly after conception or first actual or constructive reduction to practice, whichever occurs first under this contract.

(2) Information in writing, as soon as practicable, concerning the date and identity of any public use, sale, or publication of such Invention made by or known to the Contractor or of any contemplated publication by the Contractor.

(3) Upon request, such duly executed instruments (prepared by the Government) and such other papers as are deemed necessary to vest in the Government the rights granted it under this clause and to enable the Government to apply for and prosecute any patent application, in any country, covering each Invention where the Government has the right under this clause to file such application.

(4) Interim reports on the first anniversary of the contract where extended or renewed and every year thereafter listing all inventions made during the period whether or not previously reported or certifying that no Inventions were made during the applicable period.

(5) Prior to final settlement of this contract, a final report listing all such Inventions including all those previously listed in interim reports, or certifying that there are no such unreported Inventions.

(d) Patent Agreements shall be obtained by:

(1) The Contractor to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data, and except as otherwise authorized in writing by the Contracting Officer.

(2) The Contractor who will insert in each subcontract or agreement having experimental, developmental, or research work as one of its purposes, a provision making this clause applicable to the subcontractor and its employees, except as otherwise authorized in writing by the Contracting Officer.

(e) Payment may be withheld under the contract either in the amount of ten percent (10%) of the amount of this contract or ten thousand dollars (\$10,000), whichever is less, if the Contractor fails to furnish the written disclosures for

all inventions as required by (c) (1), or fails to deliver to the Contracting Officer the interim reports as required by (c) (5), until the Contractor shall have corrected such failure(s). The withholding of any amount or subsequent payment thereof to the Contractor shall not be construed as a waiver of any rights accruing to the Government under the contract. This paragraph shall not be construed as requiring the Contractor to withhold any amounts from a subcontractor to enforce compliance with the patent provisions of a subcontract.

(f) In the event the Contractor files a patent application on any invention made in the course of or under this contract, it shall include the following statement in the first paragraph of the specification and in any patent issued thereon:

"The invention described herein was made in the course of, or under, a contract with the Department of Health, Education, and Welfare."

**ADDITIONAL ALTERATIONS TO CONTRACT GENERAL PROVISIONS**

Reference: a. General Provisions for Negotiated Fixed-Price Contract with Non-Profit Organization HEW-313 (Rev 8/64)

**Alterations to Contract General Provisions FP-NP-HSM-401 (3-70)**

Alterations to Contract General Provisions FP-NP-HSM-401 (3-70)

(a) The following paragraph (f) is added to Clause 1. Definitions of reference a:

The following paragraph (f) is added to Clause 1. Definitions of reference a:

(f) The term "Project Officer" means the person representing the Government for the purpose of technical direction of contract performance. The Project Officer is not authorized to issue any instructions or directions which effect any increase or decrease in the cost of this contract or which change the period of this contract.

(c) The following clauses are additions to the referenced General Provisions:

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(c) The following clauses are additions to the referenced General Provisions:

**Clause No. 26 - UTILIZATION OF MINORITY BUSINESS ENTERPRISES**

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

(c) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

**Clause No. 31 - PRINTING**

**Clause No. 27-PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS**

) If an appeal is filed by the contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

**Clause No. 28-LISTING OF EMPLOYMENT OPENINGS**

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for \$10,000 or more and will generate 400 or more man-days of employment.)

(a) The Contractor agrees that all employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed by excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required.

(b) Listing of employment openings with the employment-service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve only the normal obligations which attach to the placing of a bona fide job order but does not require the hiring of any job applicant referred by the employment service system.

(c) The periodic reports required by paragraph (a) of this clause, shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment the number of individuals who were hired during the reporting period and the number of hires who were veterans who served in the Armed Forces on or after August 5, 1964, and who received other than a dishonorable discharge. The Contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.

(d) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State



system of subsequent contracts. The Contractor may advise the State systems when it is no longer bound by his contract clause.

(e) This clause does not apply (1) to the listing of employment openings which occur outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands, and (2) to contracts with State and local governments.

(f) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement," means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) or outside of a special hiring arrangement which is part of the customary and traditional employment relationship which exists between the Contractor and representatives of his employees and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists or from union hiring halls.

(4) "Man-day of employment" means any day during which an employee performs more than 1 hour of work.

(h) The Contractor agrees to place this clause (excluding this paragraph (h)) in any subcontract directly under this contract.

Clause No. 29—COMPETITION IN SUBCONTRACTING

The Contractor agrees to select subcontractors on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this contract.

Clause No. 30—QUESTIONNAIRES AND SURVEYS

In the event the performance of this contract involves the collection of information upon identical items from 10 or more persons, other than Federal employees, the Contractor shall obtain written approval from the Contracting Officer, prior to the use thereof, of any forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

Clause No. 31—PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: Provided, however, That performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page, or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. A production unit is defined as one sheet, size 8 by 10 1/2 inches, one side only, one color.

(1) This clause does not apply to the printing of forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

(2) This clause does not apply to the printing of forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

(3) This clause does not apply to the printing of forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

(4) This clause does not apply to the printing of forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

(5) This clause does not apply to the printing of forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

(6) This clause does not apply to the printing of forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

(7) This clause does not apply to the printing of forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

(8) This clause does not apply to the printing of forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

Clause No. 32 (Cont'd)

## PRIVACY ACT

(a) The contractor agrees:

(1) To comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;

(2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

(3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying number, symbol, or other identifying particular assigned to the individual.