

MS 743 Attachment B

Special Clauses for Medical Contractors

Add to CLAUSE X:

K. Contract Management

Contracting Officer's Representative--The Chief of Clinical Programs or his/her designee will serve as Contracting Officer's Representative (COR) and has the authority to monitor all technical aspects and assist in administering the contract. The type of actions within the purview of the COR's authority are:

- 1) To assure that the Contractor performs all the technical requirements of the contract;
- 2) To perform or cause to be performed inspections necessary in connection with performance of the contract;
- 3) To maintain both written and oral communication with the Contractor concerning the aspects of requirements of the Statement of Work;
- 4) To monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and
- 5) To coordinate Government furnished property availability.

Re-title CLAUSE XVII to: CONTRACTION ADMINISTRATION DATA

Add to CLAUSE XVII:

C. Evaluation

Evaluation of the Contractor's services shall be the responsibility of the Chief of Clinical Programs or his designee and the Area Peace Corps Medical Officer (APCMO), where appropriate. The Contractor agrees to cooperate in any such evaluation. The appropriate form for evaluation is in the Peace Corps Medical Technical Guideline. For evaluation purposes, the Peace Corps may at any time utilize inspection trips, field observers or other suitable means.

CLAUSE XXII. SPECIAL REPORTING REQUIREMENT

A. Medical Reports

The Contractor shall submit a medical report of incidence of disease and any other reports required or as provided by the technical guidelines and a semi-annual evaluation of the in-country health care program to the Medical Director in Washington. Such reports shall be in format and detailed as prescribed by the Office of Medical Services.

B. Interim Reports

The Contractor shall submit written reports as may be called for from time to time by the Peace Corps Country Director. These Reports, if requested, shall include, but not be limited to, the following areas:

1. A candid assessment of the post's health care program and the potential of successfully accomplishing the goals of the program;
2. Major problems that arose and recommendations for anticipating and minimizing such problems in the future;
3. Recommendations for improvements of the health care delivery system in the country and Peace Corps administrative procedures relative to health care delivery.

C. Final Report

A final report, covering the subjects indicated above, may be required by the Director, Office of Medical Services, Peace Corps Washington, DC before final payment will be authorized.

CLAUSE XXIII. CONFIDENTIALITY

It is understood that the Contractor shall comply with the provisions of the Privacy Act, 5 U.S.C. 552a, and the policies of the Peace Corps concerning the use and disclosure of information, including but not limited to individually identifiable health information. The Contractor shall maintain the confidentiality of protected information, but will extend confidentiality to the Country Director and other appropriate Peace Corps staff to the extent that they need to know the information to perform their duties. Failure of the Contractor to comply with these requirements shall be grounds for the immediate termination by the Peace Corps Contracting Officer under the termination clause of this contract. The Contracting Officer shall determine as a question of fact whether the Contractor has violated such requirements concerning confidentiality.

CLAUSE XXIV. TRAINING

In the event the Contractor receives non-government training that exceeds 80 hours, the Contractor agrees to execute a Continued Service Agreement before actually taking the training. The Agreement shall require the Contractor to continue providing services to the Peace Corps for a period equal to at least three times the length of the training period, unless the contract is involuntarily terminated. The Contractor shall reimburse the Peace Corps the amount of the additional training expenses in the event the Contractor voluntarily terminates the contract before the training or the required period of continued service is completed.

In the event the contractor fails to complete any contract year, base year or any option period, the contractor herein agrees that he or she shall be responsible for reimbursing the Government for any training expenses for continuing medical education and medical on-site training the Government has incurred on behalf of the contractor during that period unless the contract has been terminated involuntarily by the Peace Corps.

CLAUSE XXV. SUPPLIES, MATERIALS AND EQUIPMENT

The Government agrees to provide the Contractor the following supplies, materials and/or equipment for use in the Contractor's performance of services under this contract:

- A. All necessary, proper medical supplies and medicines including biologicals for the Contractor's treatment of Peace Corps Trainees and Volunteers. Such supplies and medicines shall be used exclusively for the treatment of Peace Corps Volunteers and Trainees and other persons deemed eligible by the Country Director.
- B. The necessary office furniture and equipment.
- C. The Contractor shall protect and preserve property in the possession of the Contractor in which the Government has an interest. Damage to, or loss of U.S. Government Property when it is due to the Contractor's negligence shall result in the Contractor being liable for repair or replacement thereof. The Government may withhold from amounts otherwise due the Contractor any amount the Contracting Officer determines to be necessary to protect the Government against loss because of Government materials, supplies and equipment in the possession of the Contractor.

CLAUSE XXVI. RECORDS:

The Contractor shall maintain appointment books, medical records, documents, prescription notations and other evidence of services rendered under this contract. The records shall be subject at all reasonable times to inspection and audit by the Director, Office of Medical Services or his or her authorized representative.

CLAUSE XXVII. INDEMNIFICATION

Section 10(j) of the Peace Corps Act, 22 U.S.C. 2509(j), provides malpractice indemnity for personal services contractors furnishing medical services to Peace Corps Volunteers and Trainees.