



Medical Agreement

1. Agreement	2. Finance No.	3. B/A Code	4. Account No.
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5. The contractor, _____, as an independent contractor and not as an employee of the U.S. Postal Service (also called "Postal Service" in this agreement), agrees to provide to the Postal Service:

- Medical services consisting of:
 - a. Pre-employment physical examinations.
 - b. Nonroutine examination of Postal Service employees.

Drug Screening

Provide services associated with the Postal Service's Drug Screening Program for collection and/or results review, in accordance with "Laboratory Specimen Collection and Documentation Procedures" and USPS Program Requirements" incorporated by reference as part of this agreement.

Nursing services.

Services must be provided as directed by the Postal Service Medical Officer located at:

- 6. Physicians providing medical services under this agreement must have a current, unlimited license to practice medicine in a state, territory, or possession of the United States, the Commonwealth of Puerto Rico, or the District of Columbia. Nurses providing services under this agreement must have a current registered nurse certification.
- 7. The contractor will be paid for services rendered under this agreement according to the Fee Schedule on page 4.
- 8. The contractor will provide services for 2 years beginning (month) _____, (year) _____. This agreement may be extended for an additional 2 years on its expiration date upon written agreement of both parties. The Fee Schedule must be reviewed before an extension of the agreement and may be adjusted to reflect any changes agreed upon by the parties.
- 9. The Contractor will perform the services at _____
- 10. The contractor will submit detailed invoices _____ (monthly, unless some other interval is agreed to by both parties) to the installation medical officer or designee to be forwarded to the Finance section for processing. Each invoice must list the name of the person examined, each element of the examination, and the fee charged for each element. Services for emergency/first aid treatment will be itemized to show the specific service performed and the fee charged for each. The contractor must maintain an itemized record of all tasks performed at the direction of the Postal Service during the period of performance. These records are kept to comply with the Privacy Act clause of this contract.
- 11. Internal Revenue Service regulations 6041a and 1(d) (2) require that payment of fees for professional services of self-employed physicians or members of other professions that total \$600 or more in a calendar year be reported by the Postal Service. Reporting to the Internal Revenue Service will be handled by the installation Finance section.
- 12. No modification of this agreement will be recognized unless it is made in writing and signed by both parties.
- 13. This agreement is subject to the General Provisions to the Medical Agreement on pages 2 and 3.

14. Contractor

Signature

Date signed

Typed name

Social Security or Employer Identification Number*

Address to which payments should be sent, if different from location where services will be performed.

15. U.S. Postal Service

Signature

Date signed

Typed name

Title

*The Employer Identification Number is the Taxpayer Identification Number used by a partnership or corporation on its Quarterly Federal Tax Return, Treasury Form 941.

General Provisions to Medical Agreement

The following clauses are incorporated by reference into this medical agreement. By this reference, their full force and effect are hereby made part of this agreement. The full text of these clauses is available from your contracting officer.

- Participation of Small, Minority and Woman-owned Businesses
- Small, Minority and Woman-owned Business Subcontracting Requirements
- Equal Opportunity
- Service Contract Act
- Service Contract Act-Short Form
- Fair Labor Standards Act and Service Contract Act-Price Adjustment
- Affirmative Action for Handicapped Workers
- Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
- Clean Air and Water
- Drug-Free Workplace

Definitions (June 1988)

As used in this contract, the following terms have the following meanings:

- a. "Contracting officer" means the person executing this contract on behalf of the Postal Service, and any other officer or employee who is a properly designated contracting officer; the term includes, except as otherwise provided in the contract, the authorized representative of a contracting officer acting within the limits of the authority conferred upon that person.
- b. Except as otherwise provided in the contract, the term "subcontracts" includes purchase orders under this contract.

Payments (January 1990)

The Postal Service must pay the contractor for the services performed by the contractor, as set forth in this contract, at the rates prescribed, upon submission by the contractor of proper invoices or time statements to the Medical Officer, the office or officer designated.

Interest (December 1989)

The Postal Service will pay interest on late payments and unearned prompt payment discounts in accordance with the Prompt Payment Act, 31 U.S.C. 3901 et. seq., as amended by the Prompt Payment Act Amendments of 1988, P.L. 100-496.

Assignment of Claims (October 1987)

- a. If this contract provides for payments--aggregating \$10,000 or more, claims for moneys due or to become due from the Postal Service under it 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 assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:
 1. The contracting officer;
 2. The surety or sureties upon any bonds; and
 3. The office, if any, designated to make payment, and the contracting officer has acknowledged the assignment in writing.
- b. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

Claims and Disputes (June 1988)

- a. If this contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or

relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- d.
 1. A claim by the contractor must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the contractor is subject to a written decision by the contracting officer.
 2. For contractor claims exceeding \$50,000, the contractor must submit with the claim a certification that:
 - (a) The claim is made in good faith;
 - (b) Supporting data are accurate and complete to the best of the contractor's knowledge and belief; and
 - (c) The amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable.
 3.
 - (a) If the contractor is an individual, the certification must be executed by that individual.
 - (b) If the contractor is not an individual, the certification must be executed by:
 - (1) A senior company official in charge at the contractor's plant or location involved; or
 - (2) An officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.
- e. For contractor claims of \$50,000 or less, the contracting officer must, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor-certified claims over \$50,000, the contracting officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision' will be made.
- f. The contracting officer's decision is final unless the contractor appeals or files a suit as provided in the Act.
- g. The Postal Service will pay interest on the amount found due and unpaid from-
 1. The date the contracting officer receives the claim (properly certified if required); or
 2. The date payment otherwise would be due, if that date is later, until the date of payment.
- h. Simple interest on claims will be paid at a rate determined in accordance with the Interest clause.
- i. The contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

Officials Not to Benefit (October 1987)

No member of or delegate to Congress may be admitted to any part or share of this contract, or to any benefit arising from it. This prohibition does not apply to the extent this contract is with a corporation for the corporation's general benefit.

Contingent Fees (October 1987)

- a. The contractor warrants that no person or selling agency has been employed or retained to solicit or obtain this contract for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies employed by the contractor for the purpose of obtaining business.
- b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability or to deduct from the contract price or otherwise recover the full amount of the commission, percentage, brokerage fee or contingent fee.

Termination (July 1985)

This contract may be terminated by the Postal Service at any time with 15 or more days written notice by the contracting officer to the contractor. The contractor, with the written consent of the contracting officer, may terminate this contract with 15 or more days written notice to the contracting officer. The consent of the contracting officer must not be withheld unreasonably.

Nondisclosure (Professional Services) (October 1987)

The contractor acknowledges that confidential information might be generated or made available during the course of performance of this agreement. In addition to the restrictions on disclosure established under the contractor's code of ethics, the contractor specifically agrees not to disclose any information received or generated under this contract, unless its release is approved in writing by the contracting officer. The contractor further agrees to assert any privilege allowed by law and to defend vigorously Postal Service rights to confidentiality.

Intellectual Property Rights (October 1987)

All intellectual property rights evolving from studies, reports, or other data delivered under this contract are the sole property of the Postal Service. The contractor agrees to make, execute, and deliver to the Postal Service any papers or other instruments in such terms and contents as may be required for the filing of any required instrument necessary for preserving an intellectual property right and does hereby assign and transfer to the Postal Service the entire right, title, and interest in and to the intellectual property rights. Before final settlement of this contract, a final report must be submitted on Form 7398, Report of Inventions and Subcontracts, or other format acceptable to the contracting officer.

Conflict of Interest (October 1987)

- a. In addition to the obligations embodied in the contractor's code of ethics, the contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.
- b. The contractor will immediately notify the contracting officer whenever any non-Postal Service client requests or receives any professional advice, representation, or assistance regarding the Postal Service, whether or not related to the services provided under this agreement.
- c. The Postal Service reserves the right to refuse to allow the contractor to undertake any conflicting agreements with non-Postal Service clients, or to terminate this agreement without cost to the Postal Service if the contracting officer determines that a conflict of interest exists.

Inspection of Professional Services (October 1987)

- a. The contracting officer may, at any time or place, inspect the services performed and the products, including documents and reports. No matter what type of contract is employed, and in addition to any specific standards of quality set out in this agreement, the contracting officer may reject any services or products that do not meet the highest standards of professionalism. No payment will be due for any services or products injected under this clause.
- b. Acceptance of any product or service does not relieve the contractor of any duties imposed by contractor's code of professional ethics, and the contractor remains liable for the period allowed under Federal law for claims by the United States, for any errors or omissions occurring during performance. All partners or principals agree that they will be jointly and severably liable for such errors and omissions.

Records Ownership (October 1987)

Notwithstanding any State law providing for retention of rights in the records, the contractor agrees that the Postal Service may, at its option, demand and take without additional compensation all records relating to the services provided under this agreement. The contractor must turn over all such records upon request but may retain copies of documents produced by the contractor.

Privacy Act (October 1987)

- a. This contract requires the contractor to design, develop, or operate a system of records on individuals to accomplish a Postal Service function. Section 3 of the Privacy Act of 1974 (5 U.S.C. 552a) and 39 CFR 266-268 apply to this system of records. Violation of the Act may subject the violator to criminal penalties (5 U.S.C. 552a(m)).
- b. The contractor agrees to-
 1. Comply with the Act, and Postal Service regulations issued

under it, in designing, developing, or operating any system of records on individuals to accomplish a Postal Service function, when the contract specifically identifies (a) the system of records and (b) the work the contractor is to perform in designing, developing, or operating it;

2. Design or develop the system in such a way that it can be operated in accordance with the Act and regulations; and
 3. Include this clause, including this subparagraph b.3, in all subcontracts under this contract that require designing, developing, or operating such a system.
- c. The Privacy Act safeguards the individual's right of privacy concerning any system of records operated under this contract. Records must be current and accurate for the intended use, and adequate safeguards must be provided to prevent misuse of personal information.
 - d. Violations of the Act may subject the Postal Service to civil liability, and its officers or employees to criminal liability. For purposes of the criminal penalties only, the contractor and its employees operating a system of records on individuals to accomplish a Postal Service function are considered employees of the Postal Service.
 - e. As used in this clause-
 1. "Operating a system of records" means performing any of the activities associated with managing the system of records, including the collection, revision, and dissemination of records;
 2. "Records" means any item, collection, or grouping of information about an individual maintained by the Postal Service, including, but not limited to, education, financial transactions, medical history, and criminal or employment history, and containing the individual's name or a number, symbol, or other identifying particular assigned to the individual, such as a fingerprint, voiceprint, or photograph; and
 3. "System of records on individuals" means a group of any records under the control of the Postal Service from which information is retrieved by the name of the individual or by some number, symbol, or other identifying particular assigned to the individual.

FEE SCHEDULE

Medical Services

Pre-employment examination (using Form 2485, Certificate of Medical Examination) Basic history and physical examination Urinalysis-dip stick	_____
Fitness-for-duty examination (using Form 2485) Basic history and physical examination Urinalysis-dip stick	_____
Office visits for on-the-job injury or illness	_____
Driver's renewal examination (using Form 4583 Physical Fitness Inquiry for Motor Vehicle Operators)	_____
Collection of urine specimen for Applicant Drug Screening Program	_____
Collection of urine specimen and results review associated with Applicant Drug Screening Program	_____
"Results Review" associated with Postal Service Applicant Drug Screening Program.	_____

Medical Services *(When Tests Are Indicated)*

Audiometric examination	_____
X-rays:	_____
Chest (2 views)	_____
Back	_____
Limbs	_____
CBC	_____
Chemistries	_____
Urinalysis (with microscopic)	_____
Urine drug screen	_____
Confirmatory drug test	_____
Specialist's physical examination and narrative report	_____
Doctor's hourly fee for services directed by the Medical Officer and specified above.	_____

Nursing Services

Hourly fee for nursing services	_____
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