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1. Initial Starting Date (Mo., Day, Yr.) 5/10/90	PASA PARTICIPATING AGENCY SERVICE AGREEMENT BETWEEN THE AGENCY FOR INTERNATIONAL DEVELOPMENT AND U.S. Public Health Service Department of Health and Human Services	6. <input checked="" type="checkbox"/> PASA ORIGINAL <input type="checkbox"/> PASA AMENDMENT
2. Projected Completion Date (Mo., Day, Yr.) 5/9/91		7. PASA Number LAC-0301-P-HH-0018-00
3. Category <input checked="" type="checkbox"/> TDY <input type="checkbox"/> ASSIGNED		8. Country/AID/W Office Nicaragua
4. Duration of Funding <input checked="" type="checkbox"/> CURRENT YEAR <input type="checkbox"/> FORWARD FUNDING		9. Project Number and Title 524-0301 Pharmaceutical Medical Supplies Procurement and Technical Services

11. FUNDING

A CITATIONS	(1) Appropriation Number 72-1101037	(2) Allotment Number LESA-90-35524-JG-15	(3) PIOW/Obligation Number 524-0301-3-0653603
B. FOR PARTICIPATING AGENCY	(1) Initial or Current \$382,602	(2) Change (+ or -)	(3) New Total \$382,602
C. FOR AID DIRECT DISBURSEMENT FOR IN-COUNTRY SUPPORT	(1) Initial or Current	(2) Change (+ or -)	(3) New Total
D. TOTAL AMOUNT OBLIGATED (Blocks B+C)	(1) Initial or Current \$382,602	(2) Change (+ or -)	(3) New Total \$382,602
E. PRINCIPLE COST COMPONENTS OF (Block B)	(1) Salaries, Differential and Benefits	(2) Transportation including Per Diem 3,600	(3) Miscellaneous 371,500
			(4) Overhead 7,502

12. Statement of Purpose

The purpose of this PASA is to provide the technical assistance and procurement services for medical equipment, supplies and Pharmaceuticals to be shipped to Nicaragua as previously agreed to.

The total amount of this PASA is estimated to be \$2,500,000 of which \$382,602 is obligated.

Additional funding shall be obligated to cover the supply deliveries to be agreed upon under subsequent amendment up to the PASA ceiling price of \$2,500,000.

FUNDS AVAILABLE

Initials: S. H. Barnett
5/10/90

PPM/FM/A/PNP

OFFICE OF FINANCIAL MANAGEMENT

March 3, 1966

13. GOVERNING PROVISIONS: Pursuant to the General Agreement dated _____ between AID and the DHHS, the Agency named above agrees to provide the services outlined in Block 12 amplified as provided by Appendix A, unless otherwise authorized by AID, all services shall be of U.S. origin. Any appendices attached hereto are considered part of this PASA.

14. Signatures

NAME: _____
TITLE/OFFICE: Director Office of International Health, OASH, DHHS
DATE: May 9, 1990

NAME: M. J. Deryn
TITLE/OFFICE: Overseas Division Chief
DATE: MAY 10 1990

15. Appendices

- APPENDIX A—SCOPE OF WORK
- APPENDIX B—BUDGET PLAN
- APPENDIX C—USE OF AID PERSONNEL/FACILITIES
- APPENDIX D—SUBCONTRACTING
- OTHER/REFERENCE EF & G

16. Negotiating Officers

AID: L. Kelly
AGENCY: M. Kefauver

Scope of Work**A. Background:**

The activities described in this Scope of Work are designed to assist the new Government of Nicaragua revitalize its health system. Information will be needed on the pharmaceutical and medical supply and equipment situation, as well as an assessment of the Logistical systems required to deliver such commodities in Nicaragua. The provision of pharmaceuticals and medical supplies responds to the health needs of the country. Comprehensive information about the health system in general will enable A.I.D. to plan, implement, and evaluate subsequent health programs in Nicaragua. No A.I.D. employee or other individual resources are available on a timely basis to perform the required work. The U.S. Public Health Service (PHS) is uniquely qualified to respond rapidly to urgent medical commodity needs. The PHS has its own medical supply depot in Perry Point, MD from which it draws pharmaceutical stocks. Perry Point staff perform or arrange for all services (assessments, procurement, and transportation) on a cost reimbursement basis. PHS also has technical experts in the area of supplies and equipment needs assessment since they are directly responsible for the running of clinics and hospitals for American Indians and Alaska Natives.

B. Objectives:

1. To provide technical expertise in the area of logistics systems and medical equipment/supplies to assist in assessments concerning needs of the health system in Nicaragua. Assessments would include calculation of the appropriate quantity requirements, based both on need and the capacity of the country to receive, store, distribute, and utilize pharmaceuticals, medical supplies, and equipment. The first assessment expertise required from PHS will be in the area of logistic systems. The expert(s) will provide a written report making recommendations according to three categories:

- a) urgently needed (immediate);
- b) short-term needs (within one year); and
- c) long-term needs.

2. To purchase (if required), assemble, export pack, insure and arrange transport of the pharmaceuticals and medical supplies agreed upon between A.I.D. and PHS, as provided in written form and based upon those items as previously agreed upon. Each shipment will be preceded by an A.I.D.-approved requisition. PHS agrees to prepare an initial shipment of pharmaceuticals and supplies, based on a formally agreed upon list (with substitutes as appropriate and agreed to), prior to the first assessment trip and report:

- a) All pharmaceuticals are to be approved by the Food and Drug Administration (FDA) and are to have a shelf-life at shipment of a least one year, where feasible;

b) Items are to be delivered by commercial air transport. If chartered, via U.S. registered air craft; if scheduled air service, via U.S. air lines, if available;

c) Goods are to be delivered to the Managua International Airport (consignee to be confirmed by A.I.D. prior to shipment); and

d) The first delivery is to arrive as soon as possible after funds become available. The first shipment shall be of a value of approximately \$500,000, including service support, shipment costs, insurance coverage as specified by A.I.D., and travel, per diem, and miscellaneous costs of a logistics expert for a period of approximately 2 weeks. Further supply deliveries will be negotiated and agreed to by A.I.D. and PHS on an as needed basis (in intervals of approximately 5 to 6 weeks), not to exceed a total value of \$2.5 million. The Nicaraguan Ministry of Health shall have responsibility for acceptance of commodities, to include all necessary customs clearances, unloading, and delivery to appropriate sites within Nicaragua. A.I.D. shall assist in securing permits and other approvals, and providing support to the Ministry of Health, as appropriate.

3. Requests for controlled substances will be accepted and processed only when all necessary approvals have been obtained from DEA and other necessary parties. Such approvals shall be the responsibility of A.I.D.

4. Orders for tax-free Ethyl Alcohol will be accepted and processed only when all necessary approvals have been obtained from ATF, Department of the Treasury, and any other parties. Securing such a permit will be the responsibility of A.I.D.

C. Qualifications:

PHS will identify experts in the areas of logistical systems and medical equipment to provide needs assessments in those areas. The experts will have at least five (5) years experience in their respective fields. Capability in Spanish and A.I.D. experience are preferred.

D. Reports:

A report from the technical experts in logistical systems and medical equipment is due NLT 10 working days after the completion of the assessment visits. If this input is to be part of larger assessment reports, PHS experts will be responsible for the logistical support systems and medical equipment requirements aspects of the report(s).

A confirmed listing of pharmaceuticals, including quantities, will be provided after each commodities shipment, with comments and adjustments (as necessary) regarding how the shipment correlates to the agreed upon A.I.D. request will be forwarded to LAC/DR/HPN.

E. Coordination

The Office of International Health, Public Health Service will be the coordinator for the PHS in this activity. Toward this end, OIH/PHS will:

1. Work with Perry Point staff to assure that full concurrence from both A.I.D. and OIH/PHS has been reached regarding shipment orders of pharmaceuticals and supplies;
2. Work with other PHS agencies, such as the Indian Health Service, Health Resources and Services Administration, Food and Drug Administration, and any other PHS Agency as may be necessary for the identification of appropriate experts to fulfill the assessment needs of PHS by AID/LAC/DR/HPN;
3. Secure A.I.D. approval of the identified experts and prepare the necessary travel orders;
4. Provide overall oversight in the implementation of commitments of this PASA; and
5. Chief, AID/LAC/DR/HPN, or his designee, will be the technical officer and chief contact point for OIH and the Supply Service Center regarding implementation of this PASA.

revised 4/24/90:7050T

BUDGET PLAN APPENDIX PAGE 1 OF 1	PARTICIPATING AGENCY SERVICE AGREEMENT BETWEEN THE AGENCY FOR INTERNATIONAL DEVELOPMENT AND Office of International Health U.S. Public Health Services Department of Health & Human Services		1 PASA NUMBER LAC-0301-P-HH-0018-00	2 AMENDMENT NO	3 FISCAL YEAR 90	
			4 APPROPRIATION 72-1101037	5 ALLOTMENT BPC-LESA-35524-JG-15	6 AMOUNT CURRENTLY FUNDED \$382,602	
7. FUNDED BY	PIOT/OBLIG. NO.	AMOUNT	PIOT/OBLIG. NO.	AMOUNT	PIOT/OBLIG. NO.	AMOUNT
	524-0301-3-0653603	\$500,000				

8. PASA BUDGET PLAN - FUNDING		9. STAFFING			
DESCRIPTION	AMOUNT	NAME AND TITLE	GRADE	PERIOD (PEOPLE-DAYS/ MONTHS)	AMOUNT
SALARIES					
BENEFITS (_____ % OF SALARIES)					
DIFFERENTIAL (_____ % OF SALARIES)					
LEAVE FACTOR (TDYs ONLY) (_____ % OF SALARIES AND BENEFITS)					
TRAVEL (EXPLAIN BELOW)	\$1,300	1			
PER DIEM (EXPLAIN BELOW)	\$2,300	2			
MOVEMENT EFFECTS (INTERNATIONAL) (NORMALLY ONLY MOVEMENT TO POST)					
MOVEMENTS/STORAGE OF EFFECTS (DOMESTIC)					
OTHER (SPECIFY BELOW)	\$371,500	3			
OVERHEAD <input type="checkbox"/> SALARIES & BENEFITS 2% <input type="checkbox"/> PERSONNEL COSTS <input checked="" type="checkbox"/> ALL COSTS	\$ 7,502	4			
IN-COUNTRY SUPPORT PROVIDED DIRECTLY BY AID (EXPLAIN BELOW)*					
TOTAL (INCLUDES _____ TO BE FUNDED BY FUTURE PASA AMENDMENTS)	\$382,602				

EXPLANATORY COMMENTS

- 1 1 Round Trip @ \$800
Local Travel in Nic. \$500
- 2 14 Days @ \$140 ea. & misc. \$2,300
- 3 Pharmaceuticals & medical supplies - \$300,000
Packing - \$10,000, shipping - \$60,000, insurance - \$1,500 in accordance with the list of Pharmaceuticals, and medical supplies agreed to by LAC/DR/HPN and OIH/PHS/DHHS on April 26, 1990, copies on file.
- 4 Overhead - 2% of \$375,100

*NOTE: This should include housing and other allowances to be paid at post, administrative support, local travel, and international travel and shipments for which A.I.D. is responsible (see 1C3a(2) of H.B. 12 - Ch. 1).

APPENDIX C

"AID Facilities and/or Personnel

- a. Participating agencies, their employees, and consultants are prohibited from using AID facilities (such as office space or equipment) and AID clerical/technical personnel in the performance of services specified in a Resources Support Service Agreement (RSSA) or Participating Agency Service Agreement (PASA), unless the use of such personnel and/or facilities is/are specifically authorized in the RSSA/PASA agreement.

- b. If at any time it is determined that the participating agency has used AID facilities or personnel without authorization in the RSSA or PASA, then the amount payable under the RSSA or PASA agreement shall be reduced by an amount equal to the value of the AID facilities or personnel used by the participating agency as determined by the AID Agreement Officer."

APPENDIX D"Subcontracting

- a. As used herein, the term "subcontracting" includes purchase orders.
- b. Subcontracting by the participating agency with AID funds must be specifically authorized in the PASA or RSSA involved or, separately requested in writing and approved by the AID Agreements Officer prior to negotiations. Accordingly, participating agencies are required to clearly indicate in their budget submission to AID for a particular PASA or RSSA the extent of anticipated subcontracting. Where such subcontracting arises during performance an amended budget and amendment to the PASA or RSSA to cover subcontracting may be necessary prior to entering into a subcontract. All subcontracting under PASA and RSSA agreements using AID funds is subject to the provisions on contracting as stated in AID Handbook 12, 1C7. a. through f. pages 1-21 and 1-21a.
- c. AID authorized subcontracting shall be undertaken using the participating agency's own contracting authority and its own contracting regulations. Such authority shall be cited in the subcontract. When subcontracts are negotiated, the circumstances permitting negotiation shall also be cited. AID may, when it is in the best interest of the Government, authorize a participating agency to subcontract with an individual for personal services abroad under a subcontract in which the participating agency may, absent its own authority to contract for personal services, cite Section 636 (a) (3) of the Foreign Assistance Act of 1961, as amended (FAA). In such event, the circumstance permitting negotiation is 41 U.S.C. 252 (c) (15). Where the FAA is used as authority, the participating agency shall also use applicable AID contracting regulations."

APPENDIX E

BILLINGS

- A. Billings should be submitted for payment to A.I.D. on Standard Form 1080 or 1081, together with dates of services rendered and a breakdown of accrued expenses. Submissions should be made on a monthly or quarterly basis.
- B. The format of the report accompanying the FS 1080 or 1081 should be substantially as indicated below. Disbursements will not be made without the following identifying information:

DEPARTMENT OR AGENCY
FINANCIAL STATUS REPORT
On an Accrual Basis

PASA/RSSA NO: _____ Period Covered: From: _____
 Project Name: _____ To: _____
 Project Number: _____ PASA/RSSA Agreement Period: From: _____
 Fiscal Data: PIO/T Oblig. No. _____ To: _____
 Appropriation No. _____
 Allotment No. _____

<u>Description of Budget Line Items</u>	<u>Current Billing</u>	<u>Cumulative Billing to Date</u>
Salaries		
Benefits		
Travel		
Transportation		
Supplies & Materials		
Other		
Overhead		

Totals _____

Cumulative Funds Authorized in PASA/RSSA through Amendment Number _____

Billings for services rendered under this agreement should be addressed to:

A.I.D. Office of Financial Management
Cash Management & Payments Division
PFM/FM/CMPD/DCB
Room 700, SA-02
Washington, D.C. 20523-0209

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APPENDIX F

1. IDENTIFICATION, SELECTION AND USE OF CONTRACTORS AND CONSULTANTS

(a) It is the responsibility of the participating agency to identify and select contractors and consultants in accordance with participating agency procedures and, to the maximum extent practicable, under competitive procedures. AID employees are not authorized to suggest or recommend specific individuals or organizations. The participating agency agrees not to solicit suggestions or recommendations of potential contractors or consultants from AID employees. Discussions between AID employees and the participating agency on specific individuals or organizations are permitted only after an individual or organization has been identified as a potential contractor or consultant by the participating agency.

(b) Contractor (nonfederal) employees or consultants performing services under PASA or RSSA agreements shall not participate in policy formulation, budgeting, or supervision of AID personnel.

2. LIMITATION ON COMPENSATION OF PARTICIPATING AGENCY PERSONNEL, CONTRACTOR EMPLOYEES, OR CONSULTANTS

(a) Salaries and wages or consultant fees which exceed the maximum level of the Foreign Service Officer Class 1 (FS-1), or the equivalent daily rate, as established in the payment schedule of the uniform State/AID/USIA Regulations, as from time to time amended, must be specifically authorized in advance by the AID Agreement Officer.

(b) Reimbursement will not be made for unauthorized salary and wage, or consultant fee amounts which exceed the maximum FS-1 level.

3. RELOCATION WITHIN THE U.S. OF PARTICIPATING AGENCY EMPLOYEES, CONTRACTOR EMPLOYEES, OR CONSULTANTS

(a) Relocation within the United States of participating agency employees, contractor employees, or consultants must be specifically authorized in advance by the AID Agreement Officer

(b) Relocation allowances for authorized participating agency employees will be reimbursed as provided in the Federal Travel Regulations.

(c) Relocation costs for authorized contractor employees, or consultants will be reimbursed in accordance with Section 31.205-35 of the Federal Acquisition Regulations (FAR).

4. PARTICIPANT TRAINING COSTS

All participant training shall be conducted in accordance with the policies and procedures established in AID Handbook 10 - Participant Training unless otherwise specifically authorized in advance by the AID Agreement Officer.

5. WORKSHOP/CONFERENCE COSTS

Meetings and conferences, including meals, transportation, rental of meeting facilities and other incidental costs are allowable when the primary purposes of the incurrence of the costs is the dissemination of technical information.

6. ENTERTAINMENT COSTS

Costs of amusement, diversion, social activities, and any directly associated costs such as tickets to shows, sports events, meals, lodging, rentals, transportation, and gratuities are not allowable.

FEBRUARY 11, 1985

APPENDIX G

PASA and RSSA personnel shall not, repeat, not perform services similar to those performed by direct hire A.I.D. employees. PASA and RSSA employees shall not:

- - officially represent the agency at any function
- - approve policy documents
- - supervise A.I.D. employees
- - negotiate, review or sign contracts on behalf of the Agency
- - certify vouchers
- - select and recruit A.I.D. employees
- - prepare A.I.D. funding or budget documents