

Non-Host Country Resident Personal Services Contract  
PCMC LONG-TERM

Instructions for use of Contract

**NOTE:** This contract template is for use in awarding long-term (260 workdays or more) PCMC **Personal Services Contracts (PSCs)** to non-host **country residents, including medical personal services contractors. This template conforms to the policies of Manual Section 744.** The wording of clauses within this template are not to be modified without the written approval of the Director of OACM at Peace Corps Headquarters.

The Contracting Officer shall complete the following areas of the contract:

1. Section A. Price
2. Section B.3. Benefits and Attachment I

Posts awarding long-term personal services contracts under MS 744 should use the contract award sheet found through the following link:

[MS 744 Attachment E1 \(Cover Sheet for contracts Awarded at Post\).doc](#)

All long-term 744 personal services contracts awarded through PC-Washington will use the following:

The Standard Form 26 is used for the contract award sheet and can be viewed through the following link:  
[www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=5581FA27C1531C4985256A1F005A2D1D](http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=5581FA27C1531C4985256A1F005A2D1D)

The Optional Form 336 is used for the contract award continuation sheet and can be viewed through the following link:

[www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=FEC41F9E42F2332685256A730013306A](http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=FEC41F9E42F2332685256A730013306A)

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1. Contract Price**

**A. Base Year and Options**

Peace Corps shall pay the Contractor for satisfactory actual work performed in accordance with the CLINS listed below. Increases for option periods will be determined as follows:

1. US contracted personal services contractors. The Contractor is eligible for an annual 3% increase plus the United States Cost of Living Adjustment (COLA), provided that the total yearly salary does not exceed the maximum salary established for this position. The determination as to the award of the annual 3% increase shall be based upon a satisfactory annual performance evaluation by the Contractor’s supervisor and reviewed by the Contracting Officer. Award of this increase shall be at the sole discretion of the Contracting Officer.
  
2. Post contracted personal services contractors. The Contracting Officer may increase basic compensation after a period of performance and before the start of a new period of performance (base or option) only as follows:
  - (a) The increase is associated with a compensation/cost of living adjustment that is specifically tied to the Local Compensation Plan (LCP) and the amount of the increase is less than or equal to the increase reflected in the most recent LCP; or
  - (b) The increase is for a pre-planned annual compensation increase for a PSC (similar to an FSN step increase) that was anticipated at the time of initial contract award and is included in the post’s operational plan/budget.
  - (c) Additional guidance on personal services contractor increases during the contract period of performance can be found in the 744 Procedures Section 15.3.

<b>CLIN</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
0001	Base year Include performance dates Input description of service	260	days	\$	\$
0002	Pre-contract Costs	001	Amt	\$	\$
0003	Option Year 1 Include performance dates Input description of service	260	days	\$	\$TBD
0004	Pre-contract Costs	001	Amt	\$	\$
0005	Option Year 2 Include performance dates Input description of service	260	days	\$	\$ TBD
0006	Pre-contract Costs	001	Amt	\$	\$
0007	Option Year 3	260	days	\$	\$ TBD

Include performance dates  
Input description of service

0008 Pre-contract Costs 001 Amt \$ \$

The price of this contract excludes travel and per diem which shall only be authorized through issuance of a travel authorization (TA). Travel approved under such an authorization will be reimbursed in accordance with the Uniform Foreign Service Travel Regulations. Also, the Contractor shall be paid for any authorized orientation days in Washington and participation in medical conferences overseas. The Contractor shall not be entitled to daily compensation while in travel status to or from Post at the start and end of their contract.

### **B.2. Availability of Funds for the Next Fiscal Year (FAR 52.232-19, APR 1984)**

Funds are not presently available for the option periods of this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

### **B.3. Pre-contract Costs**

The Government will reimburse the Contractor for the pre-contract costs listed on page(s) 2 of the contract, which are to be itemized and billed by the Contractor on his/her *payment* voucher. Amounts cited for reimbursement to the Contractor are "Not to Exceed Amounts" and **original receipts showing proof of purchase shall be required to substantiate any Contractor claims for reimbursement.** Contractor should note that reimbursement must be sought via inclusion of claimed amount(s) in a voucher submitted pursuant to Section G.1., "Billing," not as part of vouchers submitted for travel reimbursement under a travel authorization.

### **B.4. Additional Benefits**

Contracting Officers shall select the applicable benefits package that shall be included in this contract as Attachment I. Benefits shall not be incorporated by reference. The two options are as follow:

The benefits authorized for use under this contract are those listed in MS 744 Attachment D, Non-Host Country Resident PSC benefits, (a) Long Term Non-Host Country Resident Temporarily Residing in the Host Country or Within Daily Commuting Distance (Option A); OR (b) Long Term Non-Host Country Resident Outside of Host Country and Not Within Daily Commuting Distance (Option B).

## **SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

### **C.1. Statement of Work**

The services to be performed will be subject to the ultimate responsibility and authority of the Peace Corps Country Director who is responsible for all Peace Corps activities in the host country. The Country Director may designate another member of the Peace Corps staff to monitor and provide technical or administrative guidance regarding the services required by this contract.

A. Services to be provided

Insert the appropriate, "Statement of Work" for Physician, NP, RN, or PA

In the event a security clearance is required by the Peace Corps and the contractor fails to receive the appropriate clearance, this contract will terminate upon notification to the contractor that the clearance has been denied.

**SECTION D - PACKAGING AND MARKING**

**D.1. Packaging**

Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation to the destinations at the most economical rate(s).

**D.2. Report Format**

If required in Section C.1, Statement of Work, the contractor may be required to submit interim reports and/or a final report. When required by the Peace Corps, the Contractor shall deliver each report in electronic Microsoft work format. Each report shall be accompanied by a letter or other document that identifies the item by contract and/or name of program under which the item is being delivered.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1. Inspection and Acceptance**

Inspection and acceptance of the services and/or supplies called for herein shall be performed by the Peace Corps Contracting Officer and Chief of Clinical Programs or his/her designee and the Area Peace Corps Medical Officer (APCMO), where appropriate.

**E.2. Clauses Incorporated by Reference (FAR 52.252-2, FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: [www.arnet.gov](http://www.arnet.gov)

52.246-4 Inspection of Services - Fixed-Price (AUG 1996)

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1. Period of Performance**

Changes to the period of performance specified in section B.1.A. shall not be made without specific written approval of the Contracting Officer.

This contract is renewable for 3 one-year periods. The **first option period**, if approved, is to be **unilaterally** exercised at the discretion of the Peace Corps. If exercised, the contractor is obligated to perform during the first option year. The second and third option periods are bilateral, and the Peace

Corps and contractor must agree to the exercise of the options. Peace Corps agrees to give the contractor thirty (30) days notice of its intent to exercise each option.

## **F.2. Reporting Requirements**

### **A. Interim Reports**

The Contractor shall submit written reports as may be called for from time to time by the Peace Corps Country Director or his/her designee. 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 success in 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.

### **B. Final Report**

If required, a final report, covering the subjects indicated above, may be required by the Contracting Officer or his/her designee before final payment will be authorized.

### **C. 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 biannual evaluation of the in-country health care program to the Medical Director in Washington. Such reports shall be in the format and detailed as prescribed by the Office of Medical Services.

## **F.3. Release of Information**

All rights in data and reports produced under this contract shall become the property of the U.S. Government. All information gathered under this contract by the contractor and all reports and recommendations hereunder shall be treated as privileged information by the contractor and shall not be made available to any person, party, or government, other than the Peace Corps, except as otherwise expressly provided in this contract.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1. Billing**

The Contractor's proof of services provided will be documented on a bi-weekly basis using a Post-controlled timesheet submitted to the Peace Corps Country Director, duly signed by the Contractor and Country Director, or his/her designee. Using the Human Resources Management System (HRMS) module, the Peace Corps will process all payments with the exception of the final payment (see Clause G.2., below) which will be manually processed by the Contracting Officer. **In order for PC to issue appropriate 1099 forms to the Contractor, pre-contractual (non-taxable) costs must be submitted for reimbursement on a separate voucher(s) from compensation processed through HRMS or manual vouchers submitted for compensation payment(s), which are considered taxable income (this only applies to U.S. citizens).**

**Documentation:** Excluding payments processed using the HRMS Module, all billings (vouchers) will set forth the following information:

1. Electronic Funds Transfer (EFT) information, if not already submitted.
2. Period covered by the billing, and amount.
3. Date Contractor began work in country.
4. Original proof of purchase documentation for pre-contract reimbursable costs.
5. Contractor's signature

All billings shall contain a written certification that "the personal services listed hereon were required by and used in the performance of the work under the contract referred to on this voucher and that payment therefore has not been received." The Contractor and the Peace Corps Contracting Officer or his/her designee shall manually sign the certification on an original PC 2059 (see Attachment III) or its equivalent.

**NOTE:** For all contract payments, no payments shall be made using the Imprest Fund unless approved by the Chief Financial Officer (CFO) at Peace Corps Washington or his/her designee. All payments shall be made in the currency of the award.

## **G.2. Final Payment and Contract Closeout**

Prior to final payment under the contract, the Contractor shall execute and deliver a release (See Attachment III. "Contractor's Release") discharging the Government, its officers, agents and employees from all liabilities, obligations and claims arising out of or under the contract. The final billing (voucher), along with the Contractor's Release, shall be submitted to the Peace Corps Contracting Officer for payment and contract closeout. In addition to the information listed above in Section G.1, the final billing shall include the amount paid to the Contractor prior to final billing and the period covered by these payments. The final payment will not be released until the Contractor liquidates all outstanding travel advances by submitting the necessary vouchers and payments.

Also, personal services contractors shall return and account for all government supplies, materials and equipment assigned to the contractor.

## **G.3 Mandatory Information for Electronic Funds Transfer Payment**

- (A) The Contractor is required, as a condition to any payment under this contract, to provide Peace Corps with the information required to make payment by Electronic Funds transfer (EFT). Prior to submission of the first request for payment under this contract, the Contractor shall provide the following information on the form provided to them.
  - (i) Name, address, 9-digit Routing Transit Number of the Contractor's financial institution);
  - (ii) Contractor's account number and the type of account (checking, saving, or lockbox).
- (B) If the Contractor's financial institution is not directly on-line to the Federal Reserve Wire Transfer System (i.e., stock brokerage, foreign bank, etc. and therefore, not the receiver of the wire transfer payment), the Contractor shall also provide the name, address and 9-digit Routing

Transit Number of the **correspondent financial institution** (i.e., U.S. bank) receiving the wire transfer payment.

- (C) Notwithstanding the provisions of any other clause of this contract, Peace Corps is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information for the Contractor. Until receipt of the correct EFT information, any invoice shall be deemed not to be a valid invoice as defined in the Prompt Payment clause of this contract.
- (D) If the EFT information changes after submission of correct EFT information, Peace Corps shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payment be made until the payment office implements corrected EFT information. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (E) The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (a) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.
- (F) If an uncompleted or erroneous transfer occurs because Peace Corps failed to use the Contractor-provided EFT information in the correct manner, Peace Corps remains responsible for--
  - (i) Making a correct payment
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.
- (G) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve Systems and:
  - (i) If the funds are no longer under the control of the payment office, Peace Corps is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the payment office, Peace Corps retains the right to either make payment by mail or suspend the payment in accordance with paragraph (c) of this clause.
- (H) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (I) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that the notice is issued to the Contractor within 7 days after Peace Corps is notified of the defective EFT information.

- (J) If the Contractor assigns the proceeds of this contract as provided in the Assignment of Claims clause of this contract, the assignee shall provide Peace Corps with the assignee EFT information in accordance with paragraphs (a) and (b) of this clause.
- (K) If the Contractor does not wish to receive payment by EFT methods for one or more payment, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of Peace Corps.
- (L) The Contractor agrees that the Contractor's financial agent may notify Peace Corps of a change to the routing transit number, Contractor account number or account type, as if the Contractor provided it. Peace Corps shall use the changed data in accordance with this clause.

#### **G.4. 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.

#### **G.5. Contract Number Identification**

The Contractor agrees to utilize the number of this contract on all correspondence, communications and data concerning this contract or delivery hereunder.

#### **G.6. Withholding of Contract Payments**

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required equipment, supplies and services will result in the withholding of payments under this contract, unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor, as provided for in the clause entitled "Government Delay of Work," "Breach of Contract Termination," or "Termination" as applicable. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

#### **G.7. 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.

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### **H.1. Peace Corps Responsibilities**



**A. Supplies, Materials, Equipment**

The Government agrees to provide to the Contractor all required supplies, materials, and equipment necessary for the performance of the services required.

**B. Travel**

The payment contained in Section B.2. of this contract **does not** include any costs for travel. The Government will arrange for and pay, subject to the provisions of Section I.1., paragraph B., the travel costs to and from the site as follows: (1) If travel begins from the Contractor's place of residence, round trip travel costs between the place of performance and residence; or (2) If travel begins at a place other than the Contractor's residence, round trip travel costs between the place of performance and that place; and (3) All other travel costs necessary for the performance of the contract. Travel will be performed under Government Travel Orders issued in connection with this contract and no travel is authorized under this contract until the contract is fully executed by both parties.

All air travel called for in the performance of this contract shall be scheduled and undertaken in accordance with Section I.1. of this contract.

**C. Per Diem**

The payment contained in Section B.2. of this Schedule **does not** include per diem for the Contractor during the performance of this contract. The Contractor agrees to accept and Peace Corps agrees to provide suitable housing in conjunction with travel authorized in performance of this contract. The Peace Corps Country Director will determine whether suitable housing is available. The contractor will not be reimbursed for lodging costs when the contractor resides within a personally owned residence, or the residence of a family member or other person with whom the contractor has a close personal relationship.

Per diem for in-country services under this contract, when authorized, will be paid in accordance with the prevailing Peace Corps in-country per diem rate(s) established for the locality pursuant to Peace Corps Manual Section 813. Contractor is advised that such rates as authorized by the Peace Corps Country Director will normally be less than, but in no event may exceed, the per diem rates authorized in the Standardized Regulations (Government and Civilian Foreign Areas) issued by the U.S. Department of State. All per diem is based on a lodging-plus system, which limits reimbursement to actual lodging expenses plus an amount for meals and incidental expenses (M&IE). In all instances, where Peace Corps provides housing, no lodging expense is allowed. When meals are provided totally or partially at Government expense, the M&IE allowance will be reduced in accordance with Peace Corps policy.

**H.2. Contractor Status**

It shall be recognized at all times that the Contractor is engaged by contract, that he/she is not an employee of the Peace Corps, and that he is not entitled to any employee benefits. **Accordingly, for purposes of Social Security, the Contractor is in the "self-employed" category and the Government will not make any contributions as it does in the case of employees.** Peace Corps will report the Contractor's earnings to the Internal Revenue Service. The Contractor is personally responsible for also reporting these earnings on his/her income tax return and any required Declaration of Earnings.

If, at any time during the effective period of this contract, the Contractor should be appointed to a regular position in Peace Corps, or elsewhere in the service of the U.S. Government, the contract is automatically terminated.

### H.3. Contractor-Peace Corps Relations

A. The Contractor acknowledges that this Contract is an important part of the U.S. Foreign Assistance Program and agrees that his/her duties will be carried out in such a manner as to be fully commensurate with the responsibilities, which this entails. The contractor shall show respect for the conventions, customs, and institutions of the host country.

B. The Peace Corps Country Director is the principle representative of Peace Corps in the host country. In this capacity he/she is responsible for the total Peace Corps program in the host country including certain administrative responsibilities set forth in this contract and for advising Peace Corps regarding the performance of work under this contract and its effect on the U.S. Foreign Assistance Program. The Contractor will be responsible for performing his/her duties in accordance with the Statement of Duties attached hereto. However, he/she shall be under the general policy guidance of the Country Director and shall keep the Country Director or his/her designated representative informed of the progress of the work under this contract.

C. **Fraternization.** The Contractor shall not date or have any intimate physical or sexual relationship with any Volunteer. The policy as set forth in [MS 644 Fraternization](#), shall be followed. A written copy of the manual section is available upon request from the Contracting Officer.

D. **Standards of Conduct.** The Contractor shall adhere to the U.S. federal government employees' Standards of Conduct as set forth at 5 CFR 2635. Further consider the Standards of Conduct applicable for other Peace Corps contractors with whom you are responsible to coordinate work within the terms of this contract. A written copy is available upon request from the Contracting Officer and available at the following internet site [http://www.usoge.gov/ethics\\_docs/publications/reference\\_publications/rfsoc.pdf](http://www.usoge.gov/ethics_docs/publications/reference_publications/rfsoc.pdf)

E. **Alcohol Policy.** PSC staff shall comply with the post-specific policy on the consumption of alcohol with Volunteers and Trainers overseas established by each Country Director under [Manual Section 646 Staff Alcohol Use](#). A written copy of the manual section is available upon request from the Contracting Officer.

F. **Sexual Harassment Policy.** PSC staff shall comply with the agency policy on the prevention and elimination of sexual harassment under MS 645, [Prevention and Elimination of Harassment, Including Sexual Harassment](#). A written copy of the manual section is available upon request from the Contracting Officer.

G. If the contractor's conduct is not in accordance with paragraph A, C, D, E, and F, above the contract may be terminated.

H. **Cooperation with the Inspector General:** The contractor will report information concerning possible criminal violations, waste, fraud, abuse and corruption relating to Peace Corps programs and operations to the Inspector General. In accordance with the requirements outlined in Peace Corp Manual MS 861, Contractors will cooperate fully and promptly with requests by the Inspector General for information and data relating to Peace Corps programs, including by providing or making available all requested records, reports, memoranda and other information which are in their possession and by cooperating fully and truthfully with the OIG during the course of an audit, investigation, or evaluation. Knowingly furnishing false or misleading information to an OIG representative during the course of an authorized OIG function or unreasonable refusal to answer questions or provide information or documentation reasonably related to any authorized OIG function may result in termination of this contract or other appropriate action. See PC MS 861 for further guidance.

#### **H.4. Contract Registration**

If local law or decree requires that one or both parties to this contract register it with designated authorities to ensure compliance with such law or decree, the entire burden of such registration shall rest upon the Contractor.

#### **H.5. Taxes**

The Contractor is solely responsible for the payment of all taxes and any other charges of a public nature which are or may be assessed against this contract or the Contractor.

#### **H.6. Compliance with Local Laws**

The Contractor shall comply with all applicable laws and all rules and regulations having the force of law which deal with or relate to the performance of this contract. The contractor also agrees to immediately notify the Country Director if the contractor is arrested or charged with any offense during the term of this contract. A failure to notify on the part of the contractor shall constitute inadequate performance.

#### **H.7. Contractor Liability**

1) Insert the following in contracts with contractors who are authorized the non-exclusive use of Peace Corps vehicles:

“In consideration of the agreement of the Peace Corps to permit the Contractor to use a Peace Corps vehicle, it is agreed that the Contractor will be solely responsible for any claim arising from an accident involving a Peace Corps vehicle that occurs while the vehicle is in the possession of the Contractor.

Therefore, the Contractor shall hold and save Peace Corps, its officers, agents and employees harmless from all liability for any costs and expenses, for or on account of any or all suits or damages of any character whatsoever, resulting from injuries or damage sustained by any person or persons or property by virtue of performance of this contract.

Furthermore, the Contractor agrees to indemnify the Peace Corps for any liability that the Peace Corps incurs as a result of such a claim, including reasonable attorney's fees. The Contractor agrees that any settlement entered into by the Peace Corps with respect to such an accident is conclusive with respect to the Contractor.

The Peace Corps agrees to give notice to the Contractor of any claims made against it as a result of any such vehicle accident, and agrees not to enter into any settlement agreement with respect to any such claim unless the Contractor fails to assume full responsibility for the defense thereof without cost to the Peace Corps.”

#### **H.7.2. 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.

#### **H.8. Health and Accident Insurance Requirements**

The Contractor is required to carry health and accident insurance during the performance period of this contract, which provides a minimum of \$10,000.00 coverage. This is a pre-contract cost that can be reimbursed up to the not-to-exceed limit set-forth on page 2 of the contract.

The Contractor shall provide sufficient proof of such insurance coverage to the Contracting Officer prior to the execution of this contract and the execution of option periods.

Peace Corps will not be responsible for providing medical care or treatment to the Contractor in the event of illness or injury. Contractors are encouraged to consider the limitations in their present medical coverage and decide whether additional coverage is needed.

#### **H.9. Third Party Liability Insurance Requirement**

The Contractor is required to carry comprehensive general liability (\$25,000.00 bodily and property damage) insurance. The Contractor will provide sufficient proof of such insurance coverage to the Contracting Officer prior to the execution of this contract and the execution of option periods. This is a pre-contract cost that can be reimbursed up to the not-to-exceed limit set-forth on page 2 of the contract.

The Contractor is authorized to use a Government-furnished vehicle for conducting Peace Corps business only after he/she has secured and currently maintains comprehensive automobile liability (\$25,000.00 bodily and property damage) insurance.

#### **H.10. Medical Emergency Evacuation Insurance**

The Contractor is required to carry medical evacuation insurance for himself or herself and their accompanied dependents. The Contractor shall provide sufficient proof of such insurance coverage to the Contracting Officer prior to the execution of the contract and the execution of option periods. This is a pre-contract cost that can be reimbursed up to the not-to-exceed limit set-forth on page 2 of the contract.

#### **H.11. Subcontracts**

No part of this contract shall be subcontracted or assigned by the Contractor.

#### **H.12. Publicity**

The Contractor shall make no publicity announcements or issue other public relations material mentioning the Contractor's connection with Peace Corps without the advance written concurrence of the Contracting Officer.

#### **H.13. Foreign Currency**

The Contractor shall, to the maximum extent possible, exchange United States currency for local currency in-country through a Disbursing Officer of the United States or through an exchange source designated by the United States Embassy.

#### **H.14. Cost Reimbursement**

The contractor, with the CD's prior written approval, shall be reimbursed in local currency for the necessary and reasonable costs of supplies and/or services acquired by the Contractor overseas for the conduct of the contract objectives.

In order to obtain reimbursement for reimbursable costs, the Contractor shall submit a signed invoice itemizing purchases, supported by original receipts, and prior written approval of CD on a bi-weekly basis. If prior written approval of the CD is not received then reimbursement will not be approved.

#### **H.15. 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.

#### **H.16. False Statements**

The Contractor in executing this contract certifies that the information provided to the Contracting Officer by the contractor was full, accurate, and complete. The penalty for false statements is prescribed in 18 U.S.C 1001.

#### **H.17. Training**

In the event the Contractor receives pay as well as some or all of the additional expenses incurred for non-government training that exceeds 40 hours, to include Continuing Medical Education (CME) and Medical Overseas Staff Training (MOST) conferences, the Contractor agrees to execute a Continued Service Agreement (MS744, Attachment I) 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; and to reimburse the Peace Corps the amount for 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.

A Contractor, whose next option period will be exercised in the three months following a scheduled CME or MOST conference, will be invited in accordance with the Office of Medical Service's practice.

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 the Government has incurred on behalf of the contractor during that period unless the contract has been terminated for the convenience of the Peace Corps.

#### **H.18. Records**

The Contractor shall maintain appointment books, medical records, documents, prescriptions 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.

## SECTION I - CONTRACT CLAUSES

### I.1. PREFERENCE FOR U.S.-FLAG AIR CARRIERS (FAR 52.247-63, JUNE 2003)

(A) *Definitions.* As used in this clause—

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under [49 U.S.C. Chapter 411](#).

(B) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 ([49 U.S.C. 40118](#)) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(C) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(D) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

#### STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section [47.403](#) of the Federal Acquisition Regulation): [*State reasons*]:

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(End of statement)

### I.2. Government Property

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

- A. All required and 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, except that the Contractor shall be permitted to use malaria prophylaxis from the Peace Corps inventory for the Contractor and any authorized dependent.
- B. A Peace Corps motor vehicle, including maintenance and fuel, for official use in the performance of this contract. The Contractor may be liable for accidents or injuries resulting from operation of a Peace Corps furnished vehicle. The Country Director may authorize in writing, under extraordinary circumstances, use of a privately owned vehicle to perform work duties, including payment of a mileage allowance, if a Peace Corps vehicle is not available. If an accident occurs while using a privately-owned vehicle during the conduct of authorized business, the Peace Corps will not be responsible for third-party claims that are covered by private insurance, nor will the Peace Corps pay the contractor for damage to the vehicle. In addition to a valid driver's license for the country of assignment, the Contractor shall maintain at a minimum, such vehicle and comprehensive liability insurance coverage as specified herein.
- C. The necessary office furniture and equipment.

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 loss or damage to Government materials, supplies and equipment in the possession of the Contractor.

### **I.3. Termination (Personal Services) - (FAR 52.249-12, APR 1984)**

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

### **I.4. Breach of Contract/Termination**

In accordance with the provision of Section I.3, Termination, the Peace Corps reserves the right to terminate this contract for cause.

A statement of reasons shall be provided to the Contractor in the event (1) he/she commits a breach or violation of any of his/her obligations herein contained, (2) a fraud was committed in obtaining this contract, (3) the Peace Corps Country Director determines the contractor has engaged in misconduct, or (4) he/she resigns, quits, or leaves his assigned place of work before completion of the performance of this contract.

### **I.5. Incomplete Performance**

The contractor agrees that the Government may, by written notice to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- A. If the Contractor fails to perform the services specified herein; or
- B. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these circumstances does not cure such failure within a period of 10 days after receipt of notice from the Contracting Officer specifying such failure.

**In the event the contractor has failed to complete one full year of the contract, the contractor hereby agrees to reimburse the Peace Corps for: 1) any storage costs for household and personal effects; 2) travel and transportation costs from their home to the post for himself or herself, authorized dependents, and household and personal effects, and 3) all return travel and transportation costs for himself or herself, dependents, and household and personal effects from the post, unless the contract has been terminated for the convenience of the Peace Corps.**

In the event the contractor has completed one year of his or her contract and fails to complete the first option period, properly exercised by the Peace Corps in accordance with the contract terms and conditions, the contractor herein agrees that he or she shall be responsible for paying for storage of household and personal effects and return travel for himself or herself, dependents, and household and personal effects from the post, unless the contract has been terminated for the convenience of the Peace Corps.

Contractors returning home during their second and third option periods should refer to contract Section B.3., for repatriation guidelines.

#### **I.6. 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 agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of a bona fide established commercial or selling agency retained by the contractor for the purpose of securing business. For breach of this warranty, the Peace Corps shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

#### **I.7. Interest on Overdue Payments**

- A. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85; 31 U.S.C. 3901) is applicable to payments under this contract and requires the payment to the contractor of interest on overdue payments and improperly taken discounts.
- B. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR Part 1315.

#### **I.8. Clauses Incorporated by Reference (FAR 52.252-2, FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: [www.arnet.gov](http://www.arnet.gov)



52.202-1	Definitions (July 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.217-9	Option to Extend the Term of the Contract (MAR 2000)
52.222-26	Equal Opportunity (Mar 2007)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.232-1	Payments (Apr 1984)
52.232-3	Payments under Personal Services Contracts (April 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-25	Prompt Payment (Oct 2008)
52.233-1	Disputes (Jul 2002)
52.233-4	Applicable Law for Breach of Contract Claim (October 2004)
52.243-1	Changes - Fixed Price (Aug 1987)

## **SECTION J - LIST OF ATTACHMENTS**

Attachment I - Benefits

Attachment II - Receiving Report, and Payment Voucher (PC 2059)

Attachment III - Contractor's Release

Attachment I

**BENEFITS**

PC-2059	<b><u>PURCHASE ORDER, RECEIVING REPORT AND PAYMENT VOUCHER</u></b>	PURCHASE ORDER NO.	DATE
<b>PURCHASER:</b> THE UNITED STATES GOVERNMENT - THIS DOCUMENT PREPARED AT Peace Corps Office of Contracts 1111 20 <sup>th</sup> ST., NW Washington, DC 20526		OF-263 Attachment # 1 D.O. VOU. NO. 2011 Page 19 of 21	MS 744
<b>VENDOR:</b>		CONTRACT NO.	B.U. VOU. NO.
ORDER IS HEREBY PLACED WITH THE ABOVE-NAMED VENDOR FOR THE ARTICLES DESCRIBED BELOW TO BE FURNISHED TO -		DATE	PAID BY
		_____	
		ACCOUNT	

ITEM NO.	ARTICLE OR SERVICES	QUANTITY	UNIT PRICE		AMOUNT
			COST	PER	
					\$ _____
	"The personal services listed heron were required by and used in the performance of the work under the contract referred to on this voucher and that payment therefore, has not been received."				

SIGNATURE OF ORDERING OFFICER	TITLE	TOTAL AMOUNT
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I CERTIFY THAT THE ORDERED ITEMS LISTED WERE RECEIVED ON _____ (DATE) EXCEPT AS FOLLOWS:  _____ (SIGNATURE OF RECEIVING OFFICER)  TITLE	AVAILABILITY OF FUNDS	
	PAYMENT COMPLETE <input type="checkbox"/>	AMOUNT BILLED PER ATTACHED BILL(S) DIFFERENCES
	PARTIAL <input type="checkbox"/>	
	FINAL <input type="checkbox"/>	AMOUNT VERIFIED CORRECT FOR

APPROVED FOR  _____	PURSUANT TO AUTHORITY VESTED IN ME, I CERTIFY THAT THIS VOUCHER IS CORRECT AND PROPER FOR PAYMENT  _____
EXCHANGE RATE _____ TO \$1.00	DATE _____ (AUTHORIZED CERTIYING OFFICER) TITLE _____

ACCOUNTING CLASSIFICATION

CHECK NO. _____ DATED _____ FOR \$ _____ ON TREASURER OF U.S.	PAYEE (SIGNATURE AND TITLE)
CHECK NO. _____ DATED _____ FOR \$ _____ ON	

Attachment II  
PC-2059

ATTACHMENT III

CONTRACTOR'S RELEASE

Contract No. \_\_\_\_\_ (the "Contract")

I am a Contractor with the Government of the United States of America (the "U.S. Government"). I have completed my work under the Contract.

I hereby acknowledge that I have already been paid the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) under the Contract. The U.S. Government is making a final payment under the Contract in the amount of \_\_\_\_\_ (the "Payment").

By signing this Release, I acknowledge that, upon receipt of the Payment, the U.S. Government owes me nothing more under the Contract, whether as compensation or as reimbursement for costs or expenditures of any kind. By signing this Release, I am giving up and extinguishing forever any claims that I have or might have against the U.S. Government and its officers, employees and all of its personnel, in connection with the Contract. By signing this Release, I am also giving up and extinguishing forever any similar claims that any of my heirs, successors, or assignees may have under this Contract.

This Release is effective on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Print Contractor's Name)

Witnessed by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Witness's Name)