

## **Short Term Non-Host Country Resident Personal Services Contract Template**

### Instructions for use of Contract

**NOTE:** This contract template is for use in awarding a short term personal services contract, 260 workdays or less, to non-host country residents. This template conforms to the policies of Manual Section 744. The clauses within this template shall not to be modified without the written approval of the Director of OACM at Peace Corps Headquarters.

The pre-contract costs authorized for use under this contract are those listed in Attachment D, Non-Host Country Resident PSC Benefits. The Contracting Officer shall review the options available for short-term contracts and include the appropriate selection as an attachment. The two possible options are: Option A - Short Term Pre-Contract Costs for Non-Host Country Resident Residing in Host Country or Within Daily Commuting Distance **or** Option B – Short Term Pre-Contract Costs Non-Host Country Resident Residing in Host Country or Within Daily Commuting Distance.

If the personal services being contracted are medical then the additional clauses in Attachment 5 shall be include as part of this contract.

Posts awarding 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](#)

The Optional Form 347 is used for the contract ordering sheet and can be viewed through the following link:

<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=F6390F172C0A4CC485256A730013554D>

The Optional Form 338 is used for the contract order continuation sheet and can be viewed through the following link:

<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=97E2EED71DF3199485256A730013855D>

ATTACHMENT ONE

**TERMS AND CONDITIONS**

1. **General**

The services to be performed under this contract in accordance with Attachment 2, "STATEMENT OF WORK", 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.

2. **Contract Price**

The price of this contract excludes travel and per diem. Peace Corps shall pay the Contractor for satisfactory actual work performed under this contract at the rate shown on the Cover Sheet, for a period not to exceed the number of workdays indicated. The Contractor shall be provided a travel authorization and be reimbursed for allowable expenses and per diem in accordance with the U. S. Government Travel Regulations. The Contractor shall not be entitled to the daily compensation rate while in travel status to the place of performance or returning from the place of performance but will receive the daily compensation rate while in travel status in the country during the period of performance. The Contractor shall not be entitled to the daily compensation rate while in sick status or in a medical clinic or hospital.

CLIN	Description	Qty	Unit	Unit Price	Total Price
0001	Base year Include performance dates Input description of service	000	days	\$	\$
0002	Pre-contract Costs	001	Amt	\$	\$

3. **Pre-contractual Costs**

The Government will reimburse the Contractor for the pre-contractual costs listed on the second page of the contract, which are to be itemized and billed by the Contractor on the payment voucher and submitted to their Administrative Officer in-country. Amounts cited for reimbursement to the Contractor are "Not to Exceed" (NTE) amounts and only actual costs incurred will be eligible for reimbursement. **Original receipts showing proof of purchase are required to substantiate any Contractor claims for reimbursement.** Contractor should note that reimbursement must be sought via inclusion of claimed amount in a voucher (see Attachment 3) submitted pursuant to Paragraph 4, "Billing," and **NOT** as part of vouchers submitted for travel reimbursement under a travel authorization.

4. **Billing**

**For contracts of 45 days or less of service:** Payment will be made in U.S. dollars. The Contractor shall bill for services at the end of the period of performance using "Receiving Report and Payment Voucher" PC 2059 or its equivalent at post. PC 2059's and the Contractor's Release (see Attachments 3 and 4), shall be **submitted to the OGAP, as indicated on the Cover Sheet** (unless otherwise specified) for payment and contract closeout.

Note: a voucher payment greater than \$2,500 is subject to the Prompt Payment Act and shall be processed for payment disbursement within 30 days after receipt of a proper voucher.

**In order for Peace Corps to issue appropriate 1099 forms to the IRS and the Contractor, pre-contractual and other reimbursable (non-taxable) costs must be submitted for reimbursement on a separate voucher(s) from those vouchers submitted for compensation payment(s), which are considered taxable income.**

**For contracts of 46 to 180 days of service:** Payment will be made in U.S. dollars. The Contractor may bill for services on a bi-weekly basis using PC-2509 (see Attachment 3) or its equivalent at post. This form is submitted to the Contracting Officer who will process all payments.

Note: Each voucher payment greater than \$2,500 is subject to the Prompt Payment Act and shall be processed for payment disbursement within 30 days after receipt of a proper voucher.

**In order for Peace Corps to issue appropriate 1099 forms to the IRS and the Contractor, pre-contractual and other reimbursable (non-taxable) costs must be submitted for reimbursement on a separate voucher(s) from those vouchers submitted for compensation payment(s), which are considered taxable income.**

**For contracts of 181 days or longer:** Payment will be made in U.S. dollars. The Contractor may bill for services on a bi-weekly basis using a Post-specified timesheet to document receipt of contract services. The contractor shall sign the timesheet and submit to the Contracting Officer or his/her designee, for signing. Using the Human Resources Management System (HRMS) module, the Peace Corps will process all payments.

**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.**

**Billing Documentation:** Excluding payments processed using the HRMS Module (contracts of 181 days or longer), 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 reimbursable costs.
5. Contractor's signature

The Contractor and the Peace Corps Country Director or his/her designee shall manually sign the certification on the original PC 2059 or its equivalent. If the PC 2059 is not used, the equivalent form will 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."

**NOTE:** Contract payments will NOT be made in cash (Imprest Fund) unless approved by the Chief Financial Officer (CFO) at Peace Corps/Washington or his designee. All payments shall be made in the currency of the award.

## 6. 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 Country Director, or his/her designee.

## 7. Final Report

A final report, covering the services provided, may be required by the Contracting Officer, and/or other Peace Corps/Washington office(s) before final payment will be authorized 9.

## 8. Evaluation

Evaluation of the Contractor's services shall be the responsibility of the Peace Corps Contracting Officer and the Country Director and may be accomplished in consultation with the Contractor using Attachment H-1 of Peace Corps Manual, Section 744. The Contractor agrees to cooperate in any such evaluation. For evaluation purposes, the Peace Corps may at any time utilize inspection trips, field observers or other suitable means.

## 9. Final Payment and Contract Closeout

After completing the contracted period of performance, please send a final voucher/payment package to your Contracting Officer.

**The final payment will not be released until satisfactory completion and submission of all of the items listed below and until all outstanding travel advances are liquidated by submitting the necessary vouchers and payments. The Post Contracting Officer or your Contracting Officer in Washington will determine if all items have been satisfactorily submitted.**

This FINAL VOUCHER/PAYMENT PACKAGE must contain all of the following:

- Signed Contractor Release Form (Attachment 4) discharging the Government, its officers, agents and employees from all liabilities, obligations and claims arising out of or under the contract.
- Itemized list with dollar amounts of pre-contract costs that were reimbursed at Post
- PC 2059 (Attachment 3) for all unpaid services which is duly signed certifying receipt of services
- PC 2059 for all outstanding reimbursable costs (Attachment 3)
- Travel Voucher and Schedule of Expenses (completed and signed)
- Completed Contractor Performance Evaluation
- Electronic Version

## 10. 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 as an Attachment to this contract:

- (1) Name, address, 9-digit Routing Transit Number of the Contractor's financial institution);
- (2) 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.

#### 11. **Contract Management**

Notwithstanding the Contractor's responsibility for total management during performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individual will be the Government's point of contact during the performance of the contract.

(a) Contracting Officer--All contract and technical administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without the written modification to the contract executed by the Contracting Officer authorizing such changes.

#### 12. **Travel**

The payment discussed in Clause 2 of this contract **does not** include any costs for travel. The Government may arrange for and will pay all travel costs required for the performance of this contract as follows: (1) if travel begins from the Contractor's home of record (HOR), round trip travel costs between the place of performance and HOR; or (2) if travel begins at a location other than the Contractor's HOR, round trip travel costs between the place of performance and that location; 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.

#### 13. **Per Diem**

The payment discussed in Clause 2 of this Contract **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, if available, 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 housing is provided by Peace Corps, 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.

#### 14. **Per Diem Advance**

For travel between the U.S. and Country where work is to be performed, authorizations issued in conjunction with the performance of work called for under this contract, the Contractor is authorized to draw a travel advance in accordance with the Standardized Federal Regulations. In the event there is insufficient time between execution of the contract and the actual departure date for overseas, it may not be possible to ensure issuance of a travel advance prior to departure.

15. **Contractor Liability** (Insert the following in contracts with contractors who are authorized the non-exclusive use of Peace Corps vehicles.

1. "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."

NOTE: The Contracting Officer may substitute an appropriate indemnification provision in contracts providing for exclusive use of a Peace Corps vehicle by a contractor.
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#### 16. **Health, Accident and Third Party Liability Insurance**

The Contractor is required to carry health and accident insurance during the performance period of this contract that provides a minimum of \$10,000.00 coverage. Charges for additional coverage purchased by the Contractor will not be reimbursed by the Government. The Contractor shall provide sufficient proof of such insurance coverage to the Contracting Officer prior to the execution of this contract.

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.

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.

The Contractor is authorized to use a Government-furnished vehicle for conducting Peace Corps business only

after he has secured and currently maintains comprehensive automobile liability (\$25,000.00 bodily and property damage) insurance.

These are pre-contract costs that can be reimbursed up to the not-to-exceed limits set-forth on page 2 of the contract.

#### 17. **Medical Emergency Evacuation Insurance**

The Contractor is required to carry medical evacuation insurance for himself or herself. The Contractor shall provide sufficient proof of such insurance coverage to the Contracting Officer prior to the execution of the contract. 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.

#### 18. **Reimbursement for Training Supplies**

It is possible that the Contractor, in the course of providing training to trainees, volunteers, train-the-trainers, etc., may require supplies. The following rules apply:

**For PSC Contracts of less than 45 days** the Contractor should not incur reimbursable training supply costs. If there is a need for additional training supplies they should be obtained from the Contracting Officer.

**For contracts from 45 to 260 days of service**, if requested by the Contractor and prior written approval is provided by the Country Director, the Contractor 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 training.

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.

#### 19. **Termination (Personal Services) FAR 52.249-12 (Apr 84)**

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.

#### 20. **Termination - Breach of Contract**

In addition to the provision of Paragraph 17, Termination, Peace Corps reserves the right to terminate this contract for cause.

A statement of reasons shall be provided to the Contractor in the event that: (1) he commits a breach or violation of any of his 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 resigns, quits or leaves his assigned place of work before completion of the performance of this contract.

#### 21. **Termination Conditions**

If the contract is terminated for **breach of contract** in accordance with Paragraph 20, the Government shall not be responsible for any costs of return transportation. Upon such a termination, the Contractor's right to compensation shall cease. No costs of any kind incurred by the Contractor after the date of such notice is



delivered shall be reimbursed hereunder including storage and shipment of personal effects. If Peace Corps has advanced any travel expense relating to the period subsequent to such date, the Contractor shall promptly refund Peace Corps any such advance from any such outstanding payment currently due the Contractor under this contract.

If the contract is terminated by **the Government** in accordance with Paragraph 19, the Government shall return the contractor to his/her H.O.R. and the Contractor agrees to leave the country of assignment within a reasonable time, as determined by the Country Director. If the Contractor does not leave the country within the time frame set by the Country Director, the Government shall not be responsible for any costs of return transportation. Upon failure to leave the country by the date set by the Country Director, no costs of any kind incurred by the contractor, including any storage and/or shipment of personal effects, shall be reimbursed hereunder.

## 22. **Contractor Status**

It shall be recognized at all times that the Contractor is engaged by contract; that he or she is not an employee of the Peace Corps; and that he or she is not entitled to any employee benefits including sick pay, annual leave, paid holiday leave, overtime pay, etc. 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 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.

## 23. **Government Property**

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.

## 24. **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 Fraternalization](#), 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.

## **25. 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.

## **26. Confidentiality**

It is understood that the Contractor stands in a special relationship to the Peace Corps and shall treat all matters that result from the relationship with the confidentiality required of the relationship. Failure of the contractor to maintain the confidentiality of such information shall be grounds for the immediate termination of this contract by the Peace Corps Contracting Officer based upon contractor's inadequate performance. The Contracting Officer shall determine as a question of fact whether the Contractor has violated such confidentiality. In the event the Peace Corps Contracting Officer terminates this contract pursuant to this clause, the Contracting Officer shall advise the Contractor in writing setting forth the basis for circumstances involved.

## 27. **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.

## 28. **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.

## 29. **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.

## 30. **Subcontracts**

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

## 31. **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.

## 32. **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.

## 33. **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)
52.222-26	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)
52.232-25	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)
52.247-63	Preference for U.S. Flag Carriers (Jun 2003)

**Attachment 2**

**STATEMENT**

**OF**

**WORK**

**ATTACHMENT C**

	<b>PURCHASE ORDER, RECEIVING REPORT AND PAYMENT VOUCHER</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 20010		OF-263	D.O. VOU. NO.					
<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	QUANTIT Y	UNIT PRICE		AMOUN T			
			COST	PER				
	<p>“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.”</p>				\$ _____			
SIGNATURE OF ORDERING OFFICER		TITLE		TOTAL AMOUNT				
I CERTIFY THAT THE ORDERED ITEMS LISTED WERE RECEIVED ON _____(DATE) EXCEPT AS FOLLOWS:  _____		AVAILABILITY OF FUNDS  <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">PAYMENT COMPLETE <input type="checkbox"/></td> <td style="width:40%;">AMOUNT BILLED PER ATTACHED BILL(S) DIFFERENCES</td> <td style="width:30%;"></td> </tr> </table>				PAYMENT COMPLETE <input type="checkbox"/>	AMOUNT BILLED PER ATTACHED BILL(S) DIFFERENCES	
PAYMENT COMPLETE <input type="checkbox"/>	AMOUNT BILLED PER ATTACHED BILL(S) DIFFERENCES							

(SIGNATURE OF RECEIVING OFFICER)  TITLE	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  ACCOUNTING CLASSIFICATION	DATE	(AUTHORIZED CERTIFYING OFFICER)	TITLE
CHECK NO. _____ DATED _____ FOR \$ _____ ON TREASURER OF U.S.  CHECK NO. _____ DATED _____ FOR \$ _____ ON _____  CASH \$ _____ ON _____ 19__	PAYEE (SIGNATURE AND TITLE)  _____		

**ATTACHMENT 4  
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)

**ATTACHMENT 5**

**SPECIAL CLAUSES FOR SHORT-TERM  
PEACE CORPS MEDICAL CONTRACTORS**

1. **Indemnification** (include under Section 15. as point 2)

2. 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.

2. **Confidentiality** (to replace clause 26. in this contract)

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.

3. **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.

4. **Government Property** (to replace clause 23. in this contract)

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, including payment of a mileage allowance, if a Peace Corps vehicle is not available. If an accident occurs during an authorized business use of a privately-owned vehicle, 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.