

## **HOST COUNTRY RESIDENT PERSONAL SERVICES CONTRACT**

### **Instructions for use of Contract**

NOTE: This contract template is for use in awarding Host Country Resident Personal Services Contracts (HCR PSCs). This template conforms to the policies of Manual Section 743. The wording of clauses within this template are not to be modified without the written approval of the Head of the Contracting Activity at Peace Corps Headquarters. Post Contracting Officers should fill in the blanks on the cover sheets, fill in the periods of performance in clause II, and add the Statement of Work for applicable services.

This template is primarily designed for use in awarding Long Term contracts (260 workdays or more) but may be used for contracts of a shorter duration. Where the contract award is for less than 260 workdays, compensation and benefits should be pro-rated accordingly, however no vacation leave shall be earned for period of performance less than 190 calendar days.

### **Privacy Act Statement**

This information requested is collected under the authority of The Peace Corps Act, 22 U.S.C. 2501 et seq., Section 10(a)(5), and the Federal Acquisition Regulations (FAR), 48 CFR 1, et seq., to acquire personal services by contract and for the purpose of awarding Host Country Resident Personal Services Contracts. The Privacy Act defines an individual as a citizen of the United States or an alien lawfully admitted for permanent residence. Disclosure of this information is voluntary. This information may be used for the routine uses described in Peace Corps Privacy Act System of Records PC-11 (Personal Service Contracts), including General Routine Uses A, B, C, D, E, F, G, H, K and L. Failure to provide the information will result in no contract being awarded.

Contract No. \_\_\_\_\_

Modification No. \_\_\_\_\_

Negotiated Pursuant to Public Law 87-293 (75 Stat. 612) of September 22, 1961, as amended

Issuing Office: \_\_\_\_\_

Contracting Officer's Representative (COR): \_\_\_\_\_

Peace Corps First Contract Date (EOD): \_\_\_\_\_

Name: \_\_\_\_\_  
(Last) (First) (Middle)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract for (Position Title): \_\_\_\_\_

Total Not to Exceed Amount for Base and All Option Periods:

LCU Total: \_\_\_\_\_

USD Total: \_\_\_\_\_

1099 Tax Form:  Yes  No

Contingent on the Availability of Funds

FISCAL CODING

Row A is reserved for the HRMS line of fiscal coding only (except for non-HRMS short-term contracts)

Amount	Fund.	Fiscal Year.	Obligation Number.	Line.	Location.	Purpose Code.	Object Class.	Sponsor.
A								
<i>Non-HRMS lines of fiscal coding for obligations to third parties on behalf of this PSC</i>								
B								
C								
D								
E								

TYPE OF BUSINESS: INDIVIDUAL

Period of Performance (this award period): From Date: \_\_\_\_\_ To Date: \_\_\_\_\_  
(DD-MMM-YYYY) (DD-MMM-YYYY)

Pay Period Start: \_\_\_\_\_ Pay Period End: \_\_\_\_\_

This is the award of: \_\_\_\_\_ a new contract, or \_\_\_\_\_ an Option (see Clause II). This Contract is for a Base Period plus Four (4) Option Periods.

If using this form for a contract modification, state purpose: \_\_\_\_\_

Daily Rate: \_\_\_\_\_ Overtime Rate, if applicable (see clause IIIB): \_\_\_\_\_ per hour  
Payment Currency: \_\_\_\_\_ Overtime Hours are Subject to Prior Approval

		<b>THE UNITED STATES OF AMERICA</b>	
BY (SIGNATURE)	DATE	BY (SIGNATURE)	DATE
TYPED NAME		TYPED NAME	
TITLE		TITLE	
Contractor		Contracting Officer	

**1. Basic Compensation:**

	Period of Performance Total	Bi-Weekly Pay Total
Basic Rate	_____	_____
Overtime (NTE)	_____	

**2. Benefits:** (Applicable only as detailed in this contract)

	Period of Performance Total	Bi-Weekly Pay Total
(Description)	_____	_____
(Description)	_____	_____
(Description)	_____	_____
(Description)	_____	_____
(Description)	_____	_____
(Description)	_____	_____
Total Benefits	_____	_____

**3. Total Compensation:** (Add items 1 and 2)

Period of Performance Total	Bi-Weekly Pay Total	FC Reference
_____	_____	<b>A</b>

**4. PSC Deductions:** (Applicable only as detailed in this contract)

Third party payments on behalf of the PSC should be made to the following providers:

	Period of Performance Total	Bi-Weekly Pay Total	Provider Name	FC Reference
Social Insurance	_____	_____	_____	_____
Health	_____	_____	_____	_____
(Description)	_____	_____	_____	_____
(Description)	_____	_____	_____	_____
(Description)	_____	_____	_____	_____
(Description)	_____	_____	_____	_____

**5. Peace Corps Contributions:** (Applicable only as detailed in this contract)

Third party payments on behalf on the PSC should be made to the following providers:

	Period of Performance Total	Bi-Weekly Pay Total	Provider Name	FC Reference
Social Insurance	_____	_____	_____	_____
Health	_____	_____	_____	_____
(Description)	_____	_____	_____	_____
(Description)	_____	_____	_____	_____

**6. Non Recurring Payment:** (Applicable only as detailed in this contract)

	Period of Performance Total	FC Reference
(Description)	_____	_____
(Description)	_____	_____
(Description)	_____	_____

**7. Net Bi-Weekly Pay Amount:** (Subtract HRMS items in Line 4 from Line 3)

\_\_\_\_\_

**8. Total Contract Costs:** (Add Period of Performance Total in Lines 3, 5 and 6)

\_\_\_\_\_

(The information provided will comply with the Privacy Act of 1974 (P.L. 93-579))

Please check one:

Check

EFT (If EFT, please complete the lines below)

Bank Corporate Name: \_\_\_\_\_

Branch Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
**(City) (State) (Zip Code) (Country)**

Nine Digit Routing Transit Number  
(or Swift Code): \_\_\_\_\_

Depositer Account Number: \_\_\_\_\_

Type of Account:  Checking

Savings

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## **CLAUSE I – STATEMENT OF DUTIES**

The services to be performed shall 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, or members, of the Peace Corps staff to monitor and provide technical or administrative guidance regarding the services called for herein. This is a fixed term contract for service and shall not constitute employment for any purpose.

In the event the Peace Corps requires a security clearance/certification for performance of this contract and the Contractor fails to receive the appropriate clearance/certification this contract will terminate upon notification to the Contractor that the clearance/certification has been denied.

The personal services to be provided are specified in the attached “STATEMENT OF WORK” (ATTACHMENT I)

## **CLAUSE II – PERIOD OF PERFORMANCE (INCLUDING OPTIONS)**

- A. The Contractor shall promptly commence performance of the duties described above upon notification by the Contracting Officer. The Contractor’s period of performance is defined on the signed Cover Sheet.
- B. No change to the above-specified period of performance shall be made without the specific written approval of the Contracting Officer.
- C. If this contract includes Option years, the price of the Option years, or the basis on which the option price will be determined, must be stated in this contract. The Contractor may be granted annual increases and adjustments to the rate of compensation on the same basis as those granted to Peace Corps foreign-service national direct hire employees - if policy at post has been to maintain comparability between the two pay structures (see paragraph D. under Clause III below).
- D. Options, if applicable: If so indicated on the Cover Sheet, this contract may be extended at the unilateral option of the Peace Corps. Exercise of the option to extend is subject to the availability of funds under the same terms and conditions set forth herein upon expiration provided notice is given in writing to the Contractor at least one month (30 days) before this contract would expire. The period of performance for option periods include (if applicable):

Option Period 1: Period of Performance \_\_\_\_\_ through \_\_\_\_\_.

Option Period 2: Period of Performance \_\_\_\_\_ through \_\_\_\_\_.

Option Period 3: Period of Performance \_\_\_\_\_ through \_\_\_\_\_.

Option Period 4: Period of Performance \_\_\_\_\_ through \_\_\_\_\_.

- E. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

### **CLAUSE III – CONTRACTOR COMPENSATION**

- A. Peace Corps shall pay the Contractor compensation after it has accrued in the currency of the host country in accordance with the prevailing practice of the post. All compensation is subject to the limitations and conditions applicable thereto as set forth herein and the General Provisions incorporated by reference.
- B. Unless specifically authorized in the contract, no overtime hours shall be allowed hereunder. In the event the contract terms authorize the payment of overtime, overtime will be compensated at the rate indicated on the Cover Sheet.
- C. The Total Not-to-Exceed Amount budgeted and available as personal compensation to the Contractor is calculated to cover the Period of Performance (See Clause II), including vacation and sick leave which may be earned during the Contractor's period of performance.
- D. If the period of performance for this contract includes option periods, the Contractor may be granted an annual adjustment based on satisfactory performance. The determination as to the award of this increase shall be based 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. In addition, an Economic Price Adjustment (EPA) may modify the Contractor's annual compensation rate, at the sole discretion of the Contracting Officer. The EPA shall be based on an index established by the Contracting Officer and which will be determined by him or her to be most appropriate for the prevailing economic conditions.
- E. If the Contractor is a US Citizen, the following information is applicable:
- F. In order for Peace Corps to issue appropriate IRS 1099 forms to the Contractor, compensation payment(s), which are considered taxable income, must be submitted for reimbursement on a separate voucher(s) from those vouchers submitted for other reimbursable (non-taxable) costs under this contract.

### **CLAUSE IV – MAXIMUM CONTRACT OBLIGATION**

In no event shall the maximum Peace Corps obligation under this contract, exclusive of travel and per diem, exceed the Total Not-to-Exceed Amount on the Cover Sheet. The Contractor shall keep a close account of costs incurred and accrued to date and promptly notify the Contracting Officer whenever it appears that the maximum stated herein is not sufficient to cover the compensation and benefits which are anticipated under the contract.

### **CLAUSE V – COMPLIANCE WITH APPLICABLE LAWS**

The Contractor agrees, during the period of service under this contract, to abide by all applicable laws and regulations of the host country. The Contractor is also responsible for fulfilling personal tax obligations to the host country.

The Contractor also agrees to notify immediately the Country Director if the Contractor is arrested or charged with any offense during the term of this contract.

## **CLAUSE VI – WORK WEEK**

The Contractor's workweek shall not be less than 40 hours, unless otherwise provided in this contract, and shall coincide with the workweek for those Peace Corps staff most closely associated with the work of this contract. If approved in advance in writing by the Contracting Officer, overtime worked by the Contractor shall be paid in accordance with the procedures governing premium compensation applicable to direct hire Peace Corps foreign service national employees.

## **CLAUSE VII – LEAVE AND HOLIDAYS**

- A. The Contractor may accrue, accumulate, use, and be paid for vacation leave in the same manner as such leave is accrued, accumulated, used and paid to foreign service national direct hire Peace Corps employees. No vacation leave shall be earned if the contract is less than 190 calendar days. Unused vacation leave may be carried over under subsequent option periods of this contract and shall be carried over to any subsequent contract. Lump sum payments may be made for unused vacation leave at the expiration of the contractual relationship with peace corps.
- B. The Contractor may accrue, accumulate, and use sick leave in the same manner as such leave is accrued, accumulated and used by foreign service national direct hire Peace Corps employees. Unused sick leave may be carried over under any option period or subsequent contracts. The Contractor will not be paid for sick leave earned but unused at the completion of this or any subsequent contracts.
- C. The Contractor shall be entitled to all holidays granted to direct hire host country national Peace Corps employees who are on comparable assignments.

## **CLAUSE VIII – HOST COUNTRY REQUIREMENTS**

Notwithstanding the precise amounts currently shown on the cover sheet, funds for social security, retirement, pension, vacation, or other host country programs required by local law may be deducted and withheld from Contractor compensation in accordance with the laws and regulations and rulings of the host country, as they may be amended from time to time.

## **CLAUSE IX – TRAVEL AND TRANSPORTATION**

- A. The Contractor shall be reimbursed in currency consistent with the prevailing practice at the post and at the rates established by the post for authorized travel in the host country in connection with duties directly referable to work under this contract.
- B. For international travel and third country travel, with the prior approval of the Contracting Officer or Country Director, the Contractor shall travel under Government Travel Authorization, and will be reimbursed in the same manner and under the same regulations applicable to Peace Corps direct hire employees.
- C. In the event that the Peace Corps requires the Contractor to travel outside of the host country in performance of the Contractor's duties under this Contract, the Peace Corps may provide hospitalization and medical treatment to Contractor, while the Contractor is within the United States on official travel, for illnesses, injuries, or conditions that, in the judgment of the Peace Corps, began during the Contractor's travel to the United States or so near to the beginning of such travel that the onset of the illness, injury, or condition could not have been known, and for which immediate medical treatment or hospitalization is reasonably required. At the Peace Corps' discretion, the reasonable



costs of such hospitalization and medical treatment may be paid directly by the Peace Corps or may be covered by insurance purchased by the Peace Corps. The Contractor shall remain personally responsible for all medical or insurance costs that the Peace Corps, in its discretion, does not cover.

## **CLAUSE X – CONTRACTOR-PEACE CORPS RELATIONSHIP**

- A. The Contractor acknowledges that this contract is important in support of the Peace Corps host country operations and agrees that his/her performance will be carried out in such a manner as to be fully commensurate with the responsibilities that this entails. The Contractor shall show respect for the conventions, customs, and institutions of the host country.
- B. **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.
- C. **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)
- D. **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.
- E. **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.
- F. If the Contractor's conduct is not in accordance with paragraph A, B, C, D and E above the contract may be terminated.
- G. It is the policy of Peace Corps to exclude from engagement via a contractual relationship, including subcontracts, any individuals who have engaged in intelligence activity or related work or who have been employed by or connected with an intelligence activity either directly or under contractual relationships.
- H. The Contractor will be responsible for performing his/her services in accordance with the statement of services called for by the contract. The Contractor shall keep the Country Director or his/her designated representative informed of the progress of work under this contract.
- I. The Contracting Officer's Representative (COR) for this contract is indicated on the Cover Sheet. The COR will monitor contractor performance and notify the contractor and Contracting Officer of any deficiencies. The COR is not authorized to change any of the terms and conditions of this contract. Changes may only be made by a properly signed written amendment to the contract signed by the Contracting Officer.

- J. Safety and Security. The Contractor shall adhere to the Post Emergency Action Plan, understand their responsibilities in the event of an emergency, and understand the procedures for reporting and responding to safety and security incidents. A written copy of the Post Emergency Action Plan is available upon request from the Contracting Officer.
- K. 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.

## **CLAUSE XI – TERMINATION**

- A. A. 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 written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.
- B. In the event the Contractor receives government-funded training that exceeds 80 hours, the Contractor agrees to execute a Continued Service Agreement before actually taking the training. The Agreement shall require the Contractor to continue providing services to the Peace Corps for a period equal to at least three times the length of the training period, unless the contract is involuntarily terminated by the Peace Corps; or 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.

## **CLAUSE XII – RELEASE OF INFORMATION**

All rights to 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 Peace Corps, except as otherwise expressly provided in this contract.

## **CLAUSE XIII – INSURANCE**

The Contractor may be authorized to use a Government furnished vehicle or other vehicle in performance of work under this contract only after he or she has secured and currently maintains a valid drivers license and comprehensive automobile liability insurance coverage in the amount determined by the Contracting Officer.

The Contractor shall provide proof of insurance coverage to the contracting officer of any required insurance prior to use of a vehicle under this contract.

The Peace Corps shall reimburse the Contractor for the cost of such required insurance coverage.

The Contractor shall return to the Peace Corps to all rights and proceeds of any such automobile insurance.

#### **CLAUSE XIV – CONTRACTOR STATUS**

- A. It shall be recognized at all times that the Contractor is engaged by contract, that he or she is not an employee or official of the Peace Corps. In the absence of explicit agreement in this contract, the Contractor agrees that he or she will not be entitled to any benefits as an “employee” under host country law and hereby waives, and agrees to hold Peace Corps harmless from, any such alleged benefits.
- B. If, at any time, during the effective period of this contract, the Contractor should be appointed to a regular position in the Peace Corps, or elsewhere in the service of the U.S. Government, this contract is automatically terminated.

#### **CLAUSE XV – SUBCONTRACTS OR ASSIGNMENT**

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

#### **CLAUSE XVI – ACCEPTANCE**

Acceptance of all work performed under this contract shall be made by the Peace Corps Contracting Officer or Country Director.

#### **CLAUSE XVII – CONTRACT PAYMENTS**

- A. Notwithstanding any other payment provision of this contract, failure of the Contractor to: submit required reports when due, perform or deliver required equipment, supplies, and services will result in the withholding of payments under this contract. Such withholding will occur unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor.
- B. Prior to final payment under this contract, the Contractor agrees to do the following:
  - 1. Properly complete and submit any outstanding travel voucher(s) and to liquidate any outstanding travel advance(s).
  - 2. Return and account for all government supplies, materials and equipment assigned to the contractor.
  - 3. Execute and deliver to the Contracting Officer a proper RELEASE (See Attachment II) discharging the Peace Corps, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this contract upon final payment.

#### **CLAUSE XVIII – PUBLICITY**

The Contractor shall make no publicity announcements or issue other public relations material mentioning his/her connection to the Peace Corps without the advance written concurrence of the Contracting Officer.

## **CLAUSE XIX – TAXES**

The contractor is solely responsible for the payment of all taxes and any other charges of a public nature assessed against the contractor.

## **CLAUSE XX – CLAUSES INCORPORATED BY REFERENCE [FAR 52.252-2 FEB 1998]**

This contract incorporates the following clauses by reference with the same force and effect as it they were given in full text. Upon request the Contracting Officer will make their full text available:

52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.222-26	Equal Opportunity (Mar 2007)
52.217-9	Option to Extend the Term of the Contract (Mar 2000)
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)
52.232-1	Payments (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 (Oct 2004)
52.243-1	Changes - Fixed Price (Aug 1987)

## **CLAUSE XXI – SUPPLIES, MATERIALS, AND EQUIPMENT:**

### **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. Damage to or loss of Peace Corps property when it is due to the Contractor's negligence shall result in the Contractor being liable for repair or replace thereof.**

## **CLAUSE XXII – SEVERANCE PAYMENT**

If the benefit allowance section specifically authorizes severance pay, severance will be paid to the Contractor in accordance with the terms of the contract, provided that the Contracting Officer determines that payment of severance is appropriate under the circumstances at the time the contract relationship is ended.

## **ATTACHMENT I – STATEMENT OF WORK**

(attach or insert statement of work)

## ATTACHMENT II

### CONTRACTOR'S RELEASE

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

By signing this Release,

1. I acknowledge that I am a Contractor with the Government of the United States of America (the "U.S. Government").
2. I acknowledge that I have completed my work under the Contract.
3. I agree that I have been fully compensated under the Terms of the Contract, with the following exception: the U.S. Government is making a final payment under the Contract in the amount of \_\_\_\_\_ (the "Payment").
4. I agree 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.
5. I agree that this is a complete release by me on my heirs, executors, administrators or assigns of all claims of whatsoever kind arising under this contract against the United States Government, its agents, servants and employees.
6. This Release is effective on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

Witnessed by:

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

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

## **ATTACHMENT III – BENEFITS**

(Insert benefits section here)