

Request for Personal Services Contractor

USAID Office of Transition Initiatives

Position Title: Senior Regional Specialist – Asia and Eurasia

Solicitation Number: SOL-OTI-14-000049

Salary Level: GS-15 Equivalent: \$100,624 - \$130,810

Issuance Date: October 17, 2014 Closing Date: October 31, 2014 Closing Time: 5:00 P.M. EDT

Dear Prospective Applicants:

The United States Government (USG), represented by the U.S. Agency for International Development (USAID), is seeking applications from qualified U.S. citizens to provide personal services as a Senior Regional Specialist under a personal services contract, as described in the attached solicitation.

Submittals must be in accordance with the attached information at the place and time specified. Applicants interested in applying for this position MUST submit the following materials:

- 1. Complete resume. In order to fully evaluate your application, your resume must include:
 - (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. Dates (month/year) and locations for all overseas field experience must also be detailed. Any experience that does not include dates (month/year), locations, and hours per week will not be counted towards meeting the solicitation requirements.
 - (b) Specific duties performed that fully detail the level and complexity of the work.
 - (c) Names and contact information (phone and email) of your current and/or previous supervisor(s).
 - (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.
 - (e) U.S. Citizenship.

Your resume should contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

2. Supplemental document specifically addressing:

Each of the five (5) Evaluation Factors shown in the solicitation. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

NOTE: The Evaluation Factors are worth 70 out of 100 points. Applicants are required to address each of the Evaluation Factors in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor.

Additional documents submitted will not be accepted. Incomplete or late applications will not be considered. Your complete resume and the supplemental document addressing the EFs must be mailed, delivered, faxed, or emailed to:

Global Corps

529 14th Street, NW, Suite 807

Washington, DC 20045

E-Mail Address: srregspecasia@globalcorps.com

Facsímile: (202) 403-3911

Applicants can expect to receive a confirmation email when application materials have been received. Applicants should retain for their records copies of all enclosures which accompany their applications. Any questions on this solicitation may be directed to:

Travis Axton or Jenelle Burns

Telephone Number: (202) 706-6115 or (202) 706-6116 E-Mail Address: srregspecasia@globalcorps.com

Website: www.globalcorps.com

Facsímile: (202) 403-3911

Sincerely,

Cristina Sylvia Contracting Officer

Solicitation for U.S. Personal Services Contractor (PSC) Senior Regional Specialist – Asia and Eurasia

- **1. SOLICITATION NO.:** SOL-OTI-14-000049
- 2. ISSUANCE DATE: October 17, 2014
- **3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS**: October 31, 2014 5:00 pm EDT
- 4. POSITION TITLE: Senior Regional Specialist
- 5. MARKET VALUE: This position has been designed at the GS-15 equivalent level, non-locality pay (\$100,624 \$130,810 per annum). Final compensation will be negotiated within the listed market value based upon qualifications, previous relevant experience and work history, salary and educational background. Salaries over and above the pay range will not be entertained or negotiated.
- **6. PERIOD OF PERFORMANCE:** One year, with four one-year option periods.
- 7. PLACE OF PERFORMANCE: Thailand

In the unforeseen event that this position can no longer be posted in Thailand, the Senior Regional Specialist will be reassigned to another country within the region, and will be potentially subject to applicable post-specific allowances per Department of State regulations.

8. STATEMENT OF WORK

POSITION DESCRIPTION

BACKGROUND

USAID's Office of Transition Initiatives (OTI) is seeking highly motivated, highly qualified individuals who want the opportunity to help support rapid international transition programs for priority conflict-prone countries. Created in 1994 as a distinct operating unit within USAID, OTI helps local partners advance peace and democracy in politically-transitioning countries. Seizing critical windows of opportunity, OTI works on the ground to provide fast, flexible, short-term assistance targeted at key transition needs.

Countries experiencing a significant political transition in the midst of a disaster or emerging from civil conflict have unique needs that cannot be fully addressed by traditional disaster relief. Timely and effective assistance to promote and consolidate peaceful, democratic advances can make the difference between a successful or a failed transition. OTI assists in securing peace by aiding indigenous, mostly non-governmental, civil society and media organizations. OTI uses such mechanisms as support for re-integration of ex-combatants into civilian society; development of initiatives to promote national reconciliation; identification of quick-impact

community self-help projects to meet urgent economic needs; and aid to independent media outlets and community-based organizations to help promote informed debate and broaden public participation.

To respond quickly and effectively and meet its program objectives and mandate OTI retains a group of high level professionals and experts under U.S. Personal Services Contracts (USPSCs). These knowledgeable and skilled professionals make up the vast majority of the OTI work force and are at its forefront implementing and achieving the office's programmatic goals and objectives. USPSCs are considered employees of USAID for all purposes except programs administered by the Office of Personnel Management (OPM) – such as federally sponsored health insurance, life insurance, and retirement benefits. However, there are several other similar benefits that USPSCs may participate in, such as partial reimbursement for health and life insurance costs, as well as full coverage of workers' compensation, among other benefits. For more complete information on USPSC benefits, please see page 12 of this solicitation.

For more information about OTI and its country programs please see: http://www.usaid.gov/political-transition-initiatives

INTRODUCTION

The OTI Senior Regional Specialist position was developed in response to a significant increase in USAID's portfolio of countries that face various forms of fragility or crisis as well as an increase in demand for OTI's experience and programming methodology. As USAID's lead operational unit for crisis intervention programming, OTI is evolving to carry out more assessments, provide more experientially-based technical advice and analysis, and explore countries that face possible political crises earlier in order to deepen understanding, identify opportunities and constraints, and to be more prepared to execute programming when necessary.

As a member of the Democracy, Conflict, and Humanitarian Assistance (DCHA)/OTI Yemen, Europe, Eurasia and Asia (YEA) team, the Senior Regional Specialist will be based in Thailand and will report to the Washington-based OTI YEA Team Leader. As the senior OTI representative in the field, the Senior Regional Specialist will represent and serve as a liaison between OTI and a wide array of individuals and institutions including USAID Field Missions, other DCHA office representatives, regionally based officials from the State Department, the Department of Defense, and other agencies of the U.S. Government, international organizations, and the non-government community abroad on political transition, conflict and post-conflict issues in the region. The Senior Regional Specialist will visit, as necessary, ongoing OTI programs in the region as well as proposed and potential country program sites, serving as OTI's senior official in the region, and may be called upon to support other regions as needed. The Senior Regional Specialist will serve as the agent of the OTI Team Leader and, when designated, will have supervisory authority when working with OTI country teams. This position will include extensive travel, particularly within the Yemen, Europe, Eurasia and Asia region.

In the unforeseen event that the position can no longer be posted in Thailand, the incumbent would need to be immediately available for frequent and possibly long-term temporary duty assignments within the region. The incumbent may be required to live in temporary quarters or

in a hotel in a neighboring country for indefinite periods of time, and would receive applicable allowances at the rate in effect at the destination post at the time of travel.

The Senior Regional Specialist will train, mentor, backstop, and support OTI country teams, including Country Representatives, Deputy Country Representatives, and other staff on the OTI business model, procedures, minimum program requirements, and best practices. He or she will help to determine the learning and training needs of in-country staff, and contribute to broader office policy and process discussions to promote state-of-the-art transition programming. Through coordination with OTI's Applied Best Practices and Coordination (ABC) team, the Senior Regional Specialist will stay abreast of current thinking, policy determinations, lessons learned and best practices from other regions, while at the same time cultivating and sharing best practices found in the field. Through on-the-ground knowledge of OTI country programs, the Senior Regional Specialist will contribute to the refinement of OTI's learning and training strategy, training regimes, and materials for staff in country programs as well as office surge staff known as the Bullpen.

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

DUTIES AND RESPONSIBILITIES

The work of the OTI Senior Regional Specialist requires teamwork, the exercise of discretion, judgment, and personal responsibility. As a member of a highly operational office, the incumbent is willing and able to perform a wide range of administrative functions to help ensure programmatic success. The incumbent has a high level of integrity and attention to detail to ensure the use of OTI systems and procedures to maintain effective and efficient management of funds, programming, and monitoring and evaluation. The incumbent is highly flexible and willing to work under conditions of ongoing change, and remains professional and respectful of colleagues and authority in a diverse workforce. She or he places a premium on the building of positive relationships with his or her respective team both in the field and in Washington, and with key stakeholders both in and outside of USAID. The incumbent is able to prioritize and complete tasks without follow-up by the supervisor, while also filling in gaps as needed to ensure the responsiveness of the team. The Senior Regional Specialist is a strategic thinker, articulates innovative ideas, presents solutions, and is a positive role model for colleagues both inside and outside of OTI.

Under the direct supervision of the Washington-based DCHA/OTI Regional Team Leader for Yemen, Europe, Eurasia and Asia (YEA), with an additional direct line of reporting to the Director of the USAID Regional Development Mission, the OTI Senior Regional Specialist will perform the following duties:

- Provide technical assistance and support to regional and bilateral missions experiencing political transition, conflict, and post-conflict issues;
- Provide expertise to OTI regional teams and the Senior Leadership Team on OTI strategic planning;

- Travel to current or potential OTI field locations and Washington, DC, if required, to
 provide expertise on OTI field programming through assessments, country program
 reviews, or consultations. Provide said consultations and assessments on best practices
 and lessons learned to develop guidance and training materials. Travel may also be
 required to attend regional conferences and workshops. Provide readouts when
 practicable and appropriate to the regional and Applied Best Practices and Coordination
 (ABC) teams;
- Support ongoing OTI programs in the region on a temporary duty (TDY) or remote basis, including but not limited to serving as Acting Country Representative or Acting Deputy Country Representative when required;
- Monitor regional developments related to OTI's mission and mandate. Provide ongoing analysis and regular reporting to the Regional Team Leader on current political developments, security concerns and other pertinent information from the region for informed decision-making;
- When required, lead and/or contribute to assessments for possible new country start-ups, and steer new country analysis for OTI;
- Ensure effective and well-managed OTI country programs by performing independent analysis of program operations, and helping to mentor, train, and provide consultation to the Country Representative, Deputy Country Representative, and other members of incountry Senior Management Teams (including implementing partner staff where appropriate) on OTI's business model, programming methodology, applicable historical references, observed personal and corporate lessons. Advise at strategic, programmatic and activity levels to ensure the overall success of OTI programs in the region;
- Actively support learning and training in OTI by linking, contributing to, and refining observed lessons and best practices from the field, program, and personnel requirements to the main body of OTI knowledge through the ABC team;
- Serve as OTI's representative, regional focal point and liaison for new country start-ups, strategic analysis and dialogue with senior U.S. Government officials and representatives throughout the region;
- Provide advice to the OTI Regional Team Leader about the direction and implementation
 of country programs, and the performance of in-country staff. Work with the Regional
 Team Leader and relevant country teams to devise strategies for the improvement and
 success of OTI programs;
- As requested by Embassies or USAID Missions, provide support for the design and execution of programs that follow OTI's quick-impact programming model. Support to Embassies and USAID Missions may also include attendance and/or facilitation of program management processes for follow-on programming including but not limited to

rolling assessments, strategy review sessions, program performance reviews and management reviews;

• Perform other duties as assigned by OTI/Washington in support of OTI's worldwide mission, including other representational duties in support of OTI programs if required.

SUPERVISORY RELATIONSHIP:

The Senior Regional Specialist will be supervised by the Washington-based OTI Regional Team Leader for Yemen, Europe, Eurasia and Asia (YEA) or his/her designee as part of OTI's Field Programs Division, and will also have additional reporting responsibilities to the relevant Mission Director when applicable.

SUPERVISORY CONTROLS:

The supervisor will provide administrative directions in terms of broadly defined missions or functions. The employee will independently plan, design and carry out programs, projects, studies or other work assignments. The employee's work will be considered technically authoritative and normally accepted without significant change, and will be reviewed in terms of fulfillment of program objectives or influence on the overall program.

10. PHYSICAL DEMANDS

The work is generally sedentary and does not pose undue physical demands. During deployment on assessment teams, country start-ups, and during site visits, there may be some additional physical exertion including long periods of standing, walking over rough terrain, or carrying of moderately heavy items (less than 50 pounds).

11. WORK ENVIRONMENT

While at post, the work is generally performed in an office environment. However, the position also requires travel throughout the region, which may require additional safety and/or security precautions, wearing of protective equipment, and exposure to severe weather conditions. Senior Regional Specialists are expected to be able to travel in support of OTI country programs up to 50% of the time per annum, and for individual periods of up to 30 days.

- **12. START DATE:** Immediately, once necessary clearances are obtained.
- **13. POINT OF CONTACT**: See Cover Letter.

EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION

(Determines basic eligibility for the position. Applicants who do not meet all of the education and experience factors are considered NOT qualified for the position. **See detailed instructions for demonstrating Education/Experience under "Applying"**)

At a **minimum**, the applicant must have:

(1) A Master's Degree with **nine (9) years** of work experience;

OR

A Bachelor's Degree with **eleven (11) years** of work experience;

AND

- (2) **Eight (8) years** of project management experience including project design with a U.S. Government foreign affairs agency, international assistance organization, or non-governmental organization in community development, organizational development, economic development, mediation/arbitration, conflict resolution, democracy and governance, international law, and/or human rights activities;
- (3) **Three (3) years** of experience working with political transition programs implemented through a grants-under-contract mechanism with a U.S. Government foreign assistance bureaucracy;
- (4) **Four (4) years** of supervisory experience, of which **two (2) years** must include supervising in a management capacity (defined as supervising at least one other supervisor within an office, division, or team);
- (5) **Four (4) years** of overseas field experience working in one or more developing countries undergoing political transition.

SELECTION FACTORS

(Determines basic eligibility for the position. Applicants who do not meet all of the selection factors are considered NOT qualified for the position.)

- Applicant is a U.S. Citizen;
- Complete resume submitted. See cover page for resume requirements. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements;
- Supplemental document specifically addressing how the candidate meets each of the Evaluation Factors submitted;
- Ability to obtain a SECRET level security clearance (**NOTE: Dual citizens may be asked to renounce second-country citizenship**);
- Ability to obtain a Department of State medical clearance;
- Satisfactory verification of academic credentials.

A USAID Secret level security clearance and Department of State medical clearance are required prior to issuance of the contract for this position.

NOTE: If a full security investigation package is not submitted by the selected within 30 days after it is requested, the offer may be rescinded. If a security clearance is not able to be obtained

within four months after the selected submits the initial security clearance documentation, the offer may be rescinded.

NOTE: The selected must obtain Department of State medical clearance within four months after offer acceptance. If medical clearance is not obtained within this period, the offer may be rescinded.

Due to anticipated program needs, individuals should be able to travel to post within 60 days after a contract is awarded.

EVALUATION FACTORS

(Used to determine the competitive ranking of qualified applicants in comparison to other applicants. The factors are listed in priority order from highest to least.)

Applicants should cite specific, illustrative examples for each factor. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

- Factor #1 Demonstrated experience representing organizations to U.S. Government agencies, foreign governments, donor and international organizations, and non-governmental organizations frequently involved in political transitions, in order to achieve U.S. foreign policy objectives;
- Factor #2 Demonstrated experience mentoring and guiding teams on strategy development and program implementation in complex political transition environments;
- Factor #3 Demonstrated experience designing, implementing, monitoring and evaluating political transition activities, especially small grant programs, under time constraints and with minimal oversight;
- Factor #4 Demonstrated experience managing multiple projects while staying current on political developments and project outcomes;
- Factor #5 Active or recent U.S. Government security clearance.

BASIS OF RATING: Applicants who clearly meet the Education/Experience Requirements and Selection Factors will be further evaluated based on scoring of the Evaluation Factor responses. Applicants are required to address each of the Evaluation Factors in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor. Be sure to include your name and the announcement number at the top of each additional page. Failure to specifically address the Selection and/or Evaluation Factors may result in your not receiving credit for all of your pertinent experience, education, training and/or awards. Sample Evaluation Factors are provided on the GlobalCorps website at www.globalcorps.com.

The Applicant Rating System is as Follows:

Evaluation Factors have been assigned the following points:

Factor #1 - 15

Factor #2 - 15

Factor #3 – 15

Factor #4 – 15

Factor #5 - 10

Total Possible – 70 Points

Interview Performance – 30 points

Satisfactory Professional Reference Checks – Pass/Fail (no points assigned)

Total Possible Points: 100

The most qualified candidates may be interviewed, required to provide a writing sample, and demonstrate an ability to operate commonly used office applications. OTI will not pay for any expenses associated with the interviews. In addition, applications (written materials and interviews) will be evaluated based on content as well as on the applicant's writing, presentation, and communication skills. In the event that a candidate has fully demonstrated his/her qualifications and there are no other competitive applicants, OTI reserves the right to forego the interview process. Professional references and academic credentials will be evaluated for applicants being considered for selection.

APPLYING:

Applications must be **received** by the closing date and time at the address specified in the cover letter.

Qualified individuals are **required** to submit:

- 1. Complete resume. In order to fully evaluate your application, your resume must include:
 - (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. Dates (month/year) and locations for all overseas field experience must also be detailed. Any experience that does not include dates (month/year), locations, and hours per week will not be counted towards meeting the solicitation requirements.
 - (b) Specific duties performed that fully detail the level and complexity of the work.
 - (c) Names and contact information (phone and email) of your current and/or previous supervisor(s).
 - (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.
 - (e) U.S. Citizenship.

Your resume should contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

2. Supplemental document specifically addressing:

Each of the five (5) Evaluation Factors shown in the solicitation. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

NOTE: The Evaluation Factors are worth 70 out of 100 points. Applicants are required to address each of the Evaluation Factors in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor.

Additional documents submitted will not be accepted.

By submitting your application materials, you agree to allow all information on and attached to the application to be investigated. False or fraudulent information on or attached to your application may result in you being eliminated from consideration for this position, or being terminated after award, and may be punishable by fine or imprisonment.

To ensure consideration of applications for the intended position, please reference the solicitation number on your application, and as the subject line in any email.

DOCUMENT SUBMITTALS

Via mail: GlobalCorps, 529 14th Street, NW, Suite 807, Washington, D.C. 20045

Via facsímile: (202) 403-3911

Via email: srregspecasia@globalcorps.com

Please note in your document submittal where you heard about this position.

NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION

This solicitation in no way obligates USAID to award a PSC contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the application.

NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS

All individuals contracted as US PSCs are required to have a DUNS Number. USAID will provide a generic DUNS Number and PSCs are not required to register with CCR.

For general information about DUNS Numbers, please refer to Federal Acquisition Regulation (FAR) Clause 52.204-6, Data Universal Numbering System (DUNS) Number (10/2003) https://acquisition.gov/far/current/html/52 200 206.html

LIST OF REQUIRED FORMS FOR PSCs

Forms outlined below can found at: http://www.usa.gov/Topics/Reference-Shelf/forms.shtml or at http://www.usaid.gov/forms/

- 1. Federal Employment Application (OF-612).
- 2. Declaration for Federal Employment (OF-306).
- 3. Medical History and Examination Form (DS-6561).
- 4. Questionnaire for Sensitive Positions (for National Security) (SF-86), or Questionnaire for Non-Sensitive Positions (SF-85).
- 5. Finger Print Card (FD-258).

Forms 1 through 5 shall be completed **ONLY** upon the advice of the Contracting Officer that an applicant is the successful candidate for the job.

CONTRACT INFORMATION BULLETINS (CIBs) and ACQUISITION & ASSISTANCE POLICY DIRECTIVES (AAPDs) PERTAINING TO PSCs

CIBs and AAPDs contain changes to USAID policy and General Provisions in USAID regulations and contracts. Please refer to http://www.usaid.gov/work-usaid/aapds-cibs#psc to determine which CIBs and AAPDs apply to this contract.

AAPD 06-10 – PSC MEDICAL PAYMENT RESPONSIBILITY

AAPD No. 06-10 is hereby incorporated as Attachment 1 to the solicitation.

FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS

FAR Clause 52.222-50 is hereby incorporated as Attachment 2 to the solicitation.

BENEFITS/ALLOWANCES:

As a matter of policy, and as appropriate, a PSC is normally authorized the following benefits and allowances:

BENEFITS:

Employer's FICA Contribution
Contribution toward Health & Life Insurance
Pay Comparability Adjustment
Annual Increase (pending a satisfactory performance evaluation)
Eligibility for Worker's Compensation
Annual & Sick Leave

ALLOWANCES (if Applicable).*

- (A) Temporary Lodging Allowance (Section 120).
- (B) Living Quarters Allowance (Section 130).
- (C) Post Allowance (Section 220).
- (D) Supplemental Post Allowance (Section 230).
- (E) Separate Maintenance Allowance (Section 260).
- (F) Education Allowance (Section 270).
- (G) Education Travel (Section 280).
- (H) Post Differential (Chapter 500).
- (I) Payments during Evacuation/Authorized Departure (Section 600), and
- (J) Danger Pay (Section 650).
- * Standardized Regulations (Government Civilians Foreign Areas).

FEDERAL TAXES: USPSCs are required to pay Federal Income Taxes, FICA, and Medicare

ALL QUALIFIED APPLICANTS WILL BE CONSIDERED REGARDLESS OF AGE, RACE, COLOR, SEX, CREED, NATIONAL ORIGIN, LAWFUL POLITICAL AFFILIATION, NON-DISQUALIFYING DISABILITY, MARITAL STATUS, SEXUAL ORIENTATION, AFFILIATION WITH AN EMPLOYEE ORGANIZATION, OR OTHER NON-MERIT FACTOR.

ATTACHMENT 1

ACQUISITION & ASSISTANCE POLICY DIRECTIVE (AAPD) NO. 06-10 PSC MEDICAL EXPENSE PAYMENT RESPONSIBILITY

General Provision 22, MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006)

(a) Definitions. Terms used in this General Provision are defined in 16 FAM 116 available at http://www.state.gov/m/a/dir/regs/fam/16fam/index.htm

Note: Personal services contractors are not eligible to participate in the Federal Employees Health Programs.

- (b) The regulations in the Foreign Affairs Manual, Volume 16, Chapter 520 (16 FAM 520), Responsibility for Payment of Medical Expenses, apply to this contract, except as stated below. The contractor and each eligible family member are strongly encouraged to obtain health insurance that covers this assignment. Nothing in this provision supersedes or contradicts any other term or provision in this contract that pertains to insurance or medical costs, except that section (e) supplements General Provision 25. "MEDICAL EVACUATION (MEDEVAC) SERVICES."
- (c) When the contractor or eligible family member is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or eligible family member(s) both in the United States and abroad. The primary insurer's liability is determined by the terms, conditions, limitations, and exclusions of the insurance policy. When the contractor or eligible family member is not covered by health insurance, the contractor is the primary payer for the total amount of medical costs incurred and the U.S. Government has no payment obligation (see paragraph (f) of this provision).
- (d) USAID serves as a secondary payer for medical expenses of the contractor and eligible family members who are covered by health insurance, where the following conditions are met:
- (1) The illness, injury, or medical condition giving rise to the expense is incurred, caused, or materially aggravated while the eligible individual is stationed or assigned abroad;
- (2) The illness, injury, or medical condition giving rise to the expense required or requires hospitalization and the expense is directly related to the treatment of such illness, injury, or medical condition, including obstetrical care; and
- (3) The Office of Medical Services (M/MED) or a Foreign Service medical provider (FSMP) determines that the treatment is appropriate for, and directly related to, the illness, injury, or medical condition.
- (e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible

following such an issuance. The contractor must promptly file a claim with his or her medevac insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under General Provision 10, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

- (f) If the contractor or eligible family member is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or eligible family member. In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.
- (g) When USAID pays medical expenses (e.g., pursuant to Form DS-3067, Authorization for Medical Services for Employees and/or Dependents), repayment must be made to USAID either by insurance payment or directly by the contractor, except for the amount of such expenses USAID is obligated to pay under this provision. The Contracting Officer will determine the repayment amount in accordance with the terms of this provision and the policies and procedures for employees contained in 16 FAM 521. When USAID pays the medical expenses, including medical travel costs (see section (e) above), of an individual (either the contractor or an eligible family member) who is covered by insurance, that individual promptly must claim his or her benefits under any applicable insurance policy or policies. As soon as the individual receives the insurance payment, the contractor must reimburse USAID for the full amount that USAID paid on the individual's behalf or the repayment amount determined by the Contracting Officer in accordance with this paragraph, whichever is less. If an individual is not covered by insurance, the contractor must reimburse USAID for the entire amount of all medical expenses and any travel costs the contractor receives from his/her medevac provider.
- (h) In the event that the contractor or eligible family member fails to recover insurance payments or transfer the amount of such payments to USAID within 90 days, USAID will take appropriate action to collect the payments due, unless such failure is for reasons beyond the control of the USPSC/dependent.
- (i) Before departing post or terminating the contract, the contractor must settle all medical expense and medical travel costs. If the contractor is insured, he or she must provide proof to the Contracting Officer that those insurance claims have been submitted to the insurance carrier(s) and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

ATTACHMENT 2

FAR 52,222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009).

(a) Definitions. As used in this clause—

"Coercion" means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- (b) *Policy*. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—
 - (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.
- (c) Contractor requirements. The Contractor shall—
 - (1) Notify its employees of—
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. The Contractor shall inform the Contracting Officer immediately of—
 - (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
 - (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (6) Suspension or debarment.
- (f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.