



**USAID**  
FROM THE AMERICAN PEOPLE

**U.S. Agency for International Development  
Bureau for Management Office of Acquisition and Assistance  
COVID-19 Implementing Partner Guidance  
Frequently Asked Questions**  
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## 1. GENERAL QUESTIONS

**Question:** A search of FPDS-NG and USAspending.gov databases of USAID COVID-19 funded awards, modifications etc. indicate approximately \$113 million in obligated funds. Can USAID share a list of awards and modifications for the COVID response to include use of COVID-19 funds, ESF Funds and Global Health funds?

**USAID Response:** In July USAspending will be introducing new tools to search and display COVID-19 Spending Data: Based on OMB Memo M-20-21. Federal Agencies will begin supplementing existing reporting of spending related to the Coronavirus Aid, Relief, and Economic Security (CARES) Act, as well as other COVID-19 appropriations in July 2020.

**Question:** OFDA and FFP have issued emergency activity application guidance and mention PPE in three locations (cited below) that seem to be out of sync with OAA guidance for use and purchase of PPE for all USAID funding. Can OAA clarify OFDA and FFP guidance in general and specifically to PPE versus OAA FAQs?

<https://www.usaid.gov/food-assistance/what-we-do/emergency-activities>

Emergency Activity Application Guidance: Interim Guidance for COVID-19 Applications for FFP and OFDA.

- Page 13: Conduct basic IPC training for respiratory disease as part of an overall IPC program, in line with WHO guidelines for rational use of personal protective equipment (PPE).
- Page 24: For persons being hired to implement activities, standard basic safety equipment should be provided as needed for worker safety, but medical PPE is not recommended for general construction activities.
- Page 32: Number of individuals screened or triaged for COVID-19 at supported health facilities

**USAID Response:** For the latest guidance on PPE, please refer to the recently issued [PPE FAQ document](#) and [PPE Guidance document](#), which is applicable to prime and subawards. Both are available on the COVID-19 Implementing Partners Resource page. There is no conflict between the sections quoted from the USAID/FFP & USAID/OFDA Interim Guidance for Applicants Engaging in COVID-19 Humanitarian Response and M/OAA's FAQ and

memorandum on COVID-19. The three bullets in the question above relate to training, use and reporting requirements for PPE and not to the purchase or restrictions on the purchase of PPE.

**Question:** If an employee is infected with COVID-19, how can we proceed? Should the employee be suspended by the IGSS or do you have other rules on this case?

**USAID Response:** Contractors are responsible for determining how to safeguard the health and safety of their employees. Contractors and recipients must follow country health guidelines and procedures for affected employees.

**Question:** Allowability of PPE purchasing (not production). Recent FAQs stipulate that production is allowable, but on the purchase, can you please clarify? Is there any guidance to the COs/AOs on allowability of purchasing PPE?

**USAID Response:** Contractors can now purchase PPE and Covered Materials as defined in USAID's PPE Guidance under certain circumstances. For the latest guidance on PPE, please refer to the recently issued [PPE FAQ](#) document and [PPE Guidance](#) document. Both are available on the [COVID-19 Implementing Partners Resource page](#).

**Question:** Can you please tell us whether as we are a sub grantee on a USAID funded project and we are wondering if we are able to utilize a portion of the funds to purchase PPE, have it shipped to Project C.U.R.E.'s warehouse and then include that PPE in the shipping container that has already been paid for by the prime. We know that there is a waiver process, we would like some guidance on what is required for the waiver for a USAID funded project.

**USAID Response:** For the latest guidance on PPE, please refer to the recently issued [PPE FAQ](#) document and [PPE Guidance](#) document as guidance is applicable to prime and subawards. Both are available on the [COVID-19 Implementing Partners Resource page](#).

**Question:** Can project funds be used to procure "rapid testing kits"?

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**USAID Response:** United States Agency for International Development (USAID) has issued interim guidance regarding the use of USAID funds to procure PPE/Covered Material necessary for implementing partners to proceed with critical programs.

Implementing partners may now use USAID funding to procure “Covered Material” without further approvals in either of the following two situations:

For the protection of, and use by, staff under both acquisition and assistance awards, (including contracts, grants and cooperative agreements) from USAID.

-In this situation, implementing partners may procure Covered Material from any source. When procuring Covered Material for the safe and effective continuity of USAID-funded programs, including the protection of beneficiaries (but not the protection of their staff, which is covered in #1 above), implementing partners may procure Covered Material manufactured locally or regionally, provided the Covered Material is not, and could not reasonably be intended, for the U.S. market.

“Covered Material” includes the following supplies: N95 filtering facepiece respirators; other filtering facepiece respirators; elastomeric, air-purifying respirators and appropriate particulate filters/cartridges; PPE surgical masks; PPE gloves or surgical gloves; ventilators; or COVID-19 test kits that are meant for the U.S. market.

All other PPE and COVID-19 test kits not listed above as “covered material” are not restricted from procurement or subject to limitations pursuant to this guidance.

For the latest guidance on PPE/Covered Material, please refer to the recently issued [PPE FAQ](#) document and [PPE Guidance](#) document. Both are available on the [COVID-19 Implementing Partners Resource page](#). Additionally, please email [CoveredMaterials@usaid.gov](mailto:CoveredMaterials@usaid.gov) with additional questions.

**Question:** Are hand sanitizers and soap considered PPE? Are there restrictions on their procurement?

**USAID Response:** Soap and hand sanitizer are not PPE and should be bought where appropriate.

**Question:** Are there restrictions on the procurement of cloth masks?

USAID Response: The policy restrictions on the procurement of PPE do not extend to the procurement of cloth masks. Similarly, the award clause currently in COVID IDA-funded awards does not preclude the procurement of such items.

**Question:** Can USAID funds be used for local production of PPE in partner countries?

**USAID Response:** Program funds may be used to finance the local production of medical-grade and non-medical-grade PPE products, including (but not limited to) masks, gowns, face shields, protective eyewear, boot covers, linens, and gloves. This guidance pertains to all USAID programs funded from any appropriation account, including supplemental appropriations.

**Question:** How broadly defined can missions define a COVID-19 response under the Expedited Procurement Package? Is it narrowly limited to health responses or can it be more broadly defined to include economic recovery and/or broader government services support?

**USAID Response:** The intent of the Expedited Procedures Package (EPP) is to provide the flexibility that is essential to USAID's ability to implement activities to respond to outbreaks of contagious infectious diseases in a timely and vigilant manner in the context of rapidly changing circumstances that threaten the global community. The authority provided by the EPP allows Operating Units (OU) to respond to an Outbreak in a multisectoral way, including through programs outside of the health sector, such as in education and economic growth. The authorities cover activities financed from all sources of the Agency's budget, including prior-year funding, as well as current and future Fiscal Year appropriations, unless Congress has enacted special rules for them. When awarding or modifying a contract for COVID-19, the CO has to publish a J&A explaining how the proposed activity is part of the Agency's response to COVID-19 and therefore falls within the scope of the EPP. [ADS 302mbo](#) provides the mandatory policies regarding use of EPPs, including this one.

**Question:** Does USAID have guidance on closing out contracts during this time? For example how are we to dispose of property, ship files back to the headquarters, etc., if we and our local staff are working from home and unable to come into the office due to local movement restrictions and health concerns?

**USAID Response:** Contractors should consult with their cognizant Contracting Officer and Contracting Officer's Representative for extensions and excusable delays during the close out process.

**Question:** Indemnity against claims related to COVID-19 activities by inserting FAR Clause 52.250-1 - Indemnification Under Public Law 85-804 per FAR 50.104-3 Special procedures for unusually hazardous or nuclear risks. It is noted that it's not clear if the President needs to specifically state that USAID can use this for COVID-19. Also, we wonder how clear it may be that someone is infected as a result of this work since it is highly contagious and can be contracted in any number of ways.

**USAID Response:** To date, there has been no decision made on indemnification. Public Law 85-804 protects contractors from losses resulting from the specified, unusually hazardous activity on the government's behalf. P.L. 85-804 can fill a gap in insurance coverage by providing indemnification where the activity is otherwise uninsurable or underinsurable. For P.L. 85-804 to apply for COVID-19 IPs, the contracting agencies and departments must have specific authorization from the President. Additionally, contractors typically must seek P.L. 85-804 coverage by following the procedures in FAR Subpart 50.1. This involves identifying in advance the risks and the inadequacy of available insurance coverage.

**Question:** How is USAID addressing localization of awards in light of current travel disruptions, or in some cases, complete travel bans?

**USAID Response:** USAID is hoping that implementing partners are continuing to propose innovative techniques in consultations with their Contracting/Agreement Officer Representative (COR/AOR) and/or their Contracting/Agreement Officer (CO/AO) to proceed with Agency programs to the maximum extent possible based on the conditions in each country or location.

**Question:** Where can partners receive updates from USAID on COVID-19?

**USAID Response:** USAID has established a webpage on USAID.gov with guidance for implementing partners. [You can access it here.](#)

Additionally, USAID will be sending updates out through its *A&A Updates* email list. You can subscribe to the [email list here.](#)

**Question:** Will there be a hotline or email for COVID-19 questions for project implementation, contracts or other operational issues?

**USAID Response:** Please continue to use the COVID-19 email address - [TF2020-COVID19@usaid.gov](mailto:TF2020-COVID19@usaid.gov) - for general questions. Specific questions related to your award should be directed to your CO/AO and COR/AOR.

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**Question:** What guidance and information is being shared with Contracting and Agreement Officers (CO/AOs) on COVID-19?

**USAID Response:** USAID's Bureau for Management, Office of Acquisition Assistance's (M/OAA) management conducts regular teleconferences with the Acquisition and Assistance (A&A) staff to transmit information and guidance regarding the COVID-19 response. In addition, when guidance, such as FAQs, are shared with partners they are also shared with our A&A workforce.

**Question:** Is USAID prepared to continue timely approval, processing, and payment of contractor invoices in case of Agency-wide remote work status?

**USAID Response:** At this time, the Agency is open with maximum telework flexibilities. Staff are providing timely approvals, processing, and payments for contractors.

**Question:** Is USAID prepared to use its existing portfolio of infectious and vector-borne disease programs, including those designed for TB, HIV/AIDS, and Zika, to respond to COVID-19 preparedness and response efforts?

**USAID Response:** USAID is considering such programs and any other programs that would be responsive to COVID-19. The Agency will not only include existing partners with our existing programs, but potentially new partners.

**Question:** Considering COVID-19, will USAID/Washington or Missions be issuing guidance to partners with regard to solicitations and also implementation under existing awards?

**USAID Response:** The potential impacts to new/current solicitations and existing programs will be continually assessed. There are no overarching decisions at this time. Any impacts on ongoing solicitations will be addressed by the cognizant COs/AOs on a case-by-case basis, depending on the urgency of the program. If partners anticipate or are experiencing disruptions to the implementation of a USAID-funded program, whether because of health/safety issues, quarantine actions, travel restrictions, or logistical concerns (such as supply-chain interruptions), they should coordinate with their COR(s)/AOR(s), who will then consult with the cognizant CO(s)/AO(s) and provide guidance. In the event any USAID implementing partner (whether under a contract, cooperative agreement, or grant) needs to modify or suspend the implementation of a previously agreed-to work plan, it must first coordinate with its COR/AOR, and CO/AO, as appropriate.

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**Question:** Missions would find the Emergency Declaration, Emergency Procurement Flexibilities, and New National Interest Action Code for COVID-19 2020 useful. Will the USAID Administrator need to make a determination per Federal Acquisition Regulations (FAR) 18.202 and, ultimately, determine the extent of the threshold increase?

**USAID Answer:** USAID cannot rely on FAR part 18.2 for its overseas activities. FAR part 18.2 provides for the use of higher micro-purchase threshold (MPT) and simplified acquisition threshold (SAT) under multiple specific authorities. One of these authorities supports response to an emergency or major disaster under Federal Emergency Management Agency's (FEMA) domestic disaster authority (the Stafford Act), which is implemented through a national emergency declaration and is monitored by the use of a dedicated National Interest Action (NIA) code. The emergency declaration and its NIA code for COVID-19 have been recently announced by the Office of Federal Procurement Policy (OFPP) and shared within the Acquisition and Assistance (A&A) community. USAID may only be able to rely on this authority if tasked by FEMA to support domestic emergency response.

Another authority in FAR 18.2 supports the Office of Foreign Disaster Assistance (OFDA) International Disaster Assistance (IDA) pursuant to section 491 of the Foreign Assistance Act. The use of this authority is limited to IDA-funded awards. We are finalizing the CO guidance, including the necessary determinations, that will allow for a more streamlined use of the higher threshold for awards using IDA funds.

**Question:** Will USAID consider doing an online Reverse Industry Day in light of COVID-19 uncertainty re: holding in-person meetings?

**USAID Response:** Yes, USAID will look into the possibility of holding a reverse industry day virtually. We are currently planning for an event in mid-May and will reevaluate the timing and approach as the event date moves closer.

**Question:** For those who are working from home or are out of the office, can USAID staff leave a voice message or email message how to receive assistance?

**USAID Response:** All USAID staff should be available by email/phone while they are working from home. In addition, M/OAA has provided guidance to Contracting and Agreement Officers in forwarding their work phones to their cell phones. If someone is out of the office, they should have the out of office message on as is the case during normal circumstances.

If you are experiencing issues getting through to USAID staff, you can contact us at [IndustryLiaison@usaid.gov](mailto:IndustryLiaison@usaid.gov).



**Question:** Is there an expected release date for the Administrator’s Expedited Procedures Package (EPP) for infectious disease outbreaks?

**USAID Response:** The EPP was approved by the Administrator on Tuesday, March 24<sup>th</sup>. The EPP is intended to enhance USAID’s ability to address the rapidly changing circumstances of the current outbreak of COVID-19.

The memo approves:

1. The use of other than full-and-open competition in the award or modification of contracts (see Tab 1 for details).
2. The use of restricted eligibility for competition in the award or amendment of assistance instruments (see Tab 2 for details).
3. A general source-and-nationality waiver to permit the procurement of goods and services, including medicines and restricted commodities, from Geographic Code 935 (any area or country, but excluding prohibited sources) (see Tab 3 for details).

**Question:** How are USAID help desks and resources [e.g., Development Experience Clearinghouse, Management Bureau’s Chief Information Officer (M/CIO), Finance, Legislative and Public Affairs (LPA), etc.] that provide support services or contract/grant approvals to implementers currently impacted?

**USAID Response:** Staff based in Washington have moved to telework; however, they are still online and available to provide assistance as needed.

**Question:** Regarding independent contractors – do they apply for a tax credit if they have to take leave from their paid jobs? Is there anything we, as the prime contractor, can do to support them in this?

**USAID Response:** Independent contractors/consultants should seek advice from their tax professional on these types of questions.

**Question:** USAID recognizes that if the outbreak of COVID-19 results in staff being temporarily unable to report to work, it could be prudent to maintain readiness—that is, continue to incur operating costs— to restart activities immediately if circumstances or instructions change. We will want to assure staff (direct and indirect charge) that they have a

job when they are asked or forced to take leave. Do we have assurance to continue to charge all staffing-related charges?

**USAID Response:** For assistance, pursuant to OMB Memorandum M-20-17, recipients may continue to charge salaries and benefits to currently-active Federal awards consistent with the recipients' policy of paying salaries (under unexpected or extraordinary circumstances) from all funding sources, Federal and non-Federal. Prior to incurring such costs, recipients must notify the AO and AOR of these costs. Recipients must maintain appropriate records and cost documentation as required by 2 CFR § 200.302 - Financial management and 2 CFR § 200.333 - Retention requirement of records to substantiate the charging of any salaries and other project activities costs related to interruption of operations or services. In no circumstance can costs exceed the amount obligated in the award. The Agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination, and close-out costs are budgeted and available within the obligated amount of the award.

Pursuant to OMB Memo M-20-18, contractors must contact their CO for approval of such costs on a case-by-case basis, taking into account, among other factors, whether the requested costs would be allowable and reasonable to protect the health and safety of contract employees as part of the performance of the contract. The standard for what is "reasonable," according to FAR § 31.201-3, is what a prudent person would do under the circumstances prevailing at the time the decision was made to incur the cost (for example, did the contractor take actions consistent with CDC guidance; did the contractor contact the contracting officer or the contracting officer representative to discuss appropriate actions).

COs should take into consideration whether it is beneficial to keep skilled professionals or key personnel in a mobile-ready state for activities the Agency deems critical to national security or other high priorities (e.g., national security professionals, skilled scientists). COs should also consider whether contracts that possess capabilities for addressing impending requirements, such as security, logistics, or other functions, may be retooled for pandemic response consistent with the scope of the contract. A number of contract clauses may be helpful in managing COVID-19 issues as they arise. COs have the authority to make changes as necessary to the contract using the appropriate changes clause that applies to the contract [see FAR clauses 52.243-1 through 52.243-3 or clause 52.212-4(c)]. If necessary, generally after considering other alternatives, they may suspend or stop performance through clause 52.242-14, Suspension of Work, and clause 52.242-15, Stop Work Order.

## **2. FUNDING OPPORTUNITIES**

**Question:** Procurement flexibility – 2 CFR 200.320 allows procurement by non-competitive proposals when “the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.” Will USAID consider COVID-19 to constitute a “public exigency or emergency”? If so, does it need to be documented for each procurement, or can it be incorporated into an organization’s procurement policy to cover all procurements during the emergency?

**USAID Response:** Recipients may use 2 CFR 200.320(f)(2) for non-competitive procurements when appropriate; that is, when COVID-19 conditions necessitate the use of non-competitive procedures. To ensure that the proper use of this flexibility is accounted for, recipients should document its use for each procurement.

**Question:** The inability to travel and perform site visits for the purpose of preparing bids on upcoming RFPs will greatly diminish interested parties from performing needed and proper assessments. This situation would naturally and unfairly advantage the incumbent. How is USAID addressing this disparity?

**USAID Response:** Offerors and contractors should contact the cognizant CO/AO with concerns about timing and deadlines regarding proposal/application deadlines. COs/AOs are encouraged to provide flexibility and extra time to the greatest extent possible, depending on the urgency of the need.

**Question:** How is USAID going to run source selection panels; not only for proposals that have already been submitted, but also for any upcoming opportunities as well?

**USAID Response:** Most, if not all, USAID staff are teleworking, so source selection panels will be handled virtually.

**Question:** There are several live RFPs and RFAs, does USAID anticipate continuing with these programs? Should we be investing time and effort on these RFPs and RFAs if they are going to be cancelled?

**USAID Response:** We are reminding Contracting Officers and Agreement Officers of items and dates on the Business Forecast, and requesting them to revise dates accordingly. We hope this will assist in clarifying status and reduce potential questions. However, should questions remain, potential offerors should contact the POC for the particular solicitations to find out if there are any delays or planned cancellations of solicitations.

**Question:** Will USAID continue to make new awards?

**USAID Response:** Priority will be given to making new awards or modifying existing awards associated with COVID-19. As this priority is being met, USAID will continue to make new awards; however, projected dates in the Business Forecast may be impacted. We are encouraging staff to keep the Forecast updated.

**Question:** Does USAID anticipate a shift in its funding to prioritize COVID-19 response and how will it impact current opportunities on the Forecast?

**USAID Response:** USAID is developing its COVID-19 response plans, and any anticipated shifts in funding for new awards or revisions to those already planned will be published in the Business Forecast as soon as known.

**Question:** Will USAID consider paying proposal costs for awards cancelled or significantly delayed due to the COVID-19 pandemic?

**USAID Response:** FAR 31.205-18 addresses bid and proposal costs stating, "...costs for independent research and development (IR&D) and business proposals are allowable as indirect expenses on contracts to the extent that those costs are allocable and reasonable." Proposal costs are not allowable as a direct charge to the Agency.

**Question:** How does USAID envision the current COVID-19 pandemic will affect the pace of solicitations and awards?

**USAID Response:** The Business Forecast will be updated as soon as information is available, and solicitations/awards directly relating to COVID-19 will be prioritized.

**Question:** If COVID-19 prevents the Agency from having face-to-face co-creation meetings, will the procurement move to a more traditional RFI followed by full and open competition, will USAID simply delay the procurement schedule, or will they employ some other remedy?

**USAID Response:** Staff are receiving training on conducting virtual co-creation meetings; please reach out to your point of contact (POC) for the particular opportunity. The specific nature of adjustments to areas such as co-creation workshops, oral presentations, and other in-person collaborative approaches will be made by Missions, and Washington Bureaus and Operating Units. There are ways to effectively use virtual and remote technologies to try to overcome the travel and group size challenges we are facing at this time, but there may be situations where another approach will be needed. The Office of the CIO continues to

monitor and provide information technology (IT) assistance across the Agency to ensure the most effective use of remote and virtual technologies.

**Question:** For solicitations that are currently released, how do offerors/applicants ensure receipt of proposals/applications if Mission staff are evacuated or USG closes operations?

**USAID Response:** If you are sending your proposal/application other than through electronic means, we recommend reaching out to the POC for the solicitation. Staff will be teleworking and should be responsive. If you are experiencing issues getting through to USAID staff, you can contact us at [IndustryLiaison@usaid.gov](mailto:IndustryLiaison@usaid.gov).

### 3. **COMMUNICATIONS**

**Question:** What is USAID's expectation regarding communications around COVID-19 related assistance?

**USAID Response:** USAID is responding to the COVID-19 pandemic with decisive action abroad, continuing our life-saving mission across the world, and supporting partner countries in their response to COVID-19. Communications are critical in this time, both as part of programming (such as risk communications) and public affairs (to show American leadership in the response). Like all our assistance, COVID-19 related assistance should be branded and positioned to let host-country audiences know it is "from the American people," and branding will be under heavier scrutiny than usual.

**Question:** Are there special branding and marking authorities for COVID-19 related assistance?

**USAID Response:** COVID-19 related assistance is subject to the same authorities as all other USAID assistance, codified in the Automated Directives System (ADS) section 320 on branding and marking. However, USAID will scrutinize all requests for waivers and exemptions, and USAID reserves the right to make future funding decisions based on a potential partner's willingness to brand.

**Question:** Do existing waivers and exemptions for branding and marking apply to similar COVID-19 related assistance?

**USAID Response:** Due to the heightened scrutiny on COVID-19 related assistance, branding and marking waivers and exemptions should not be assumed to apply automatically. Requests for waivers and exemptions must be requested and will be evaluated on a case-by-case basis.

**Question:** Do partners need to clear COVID-19-related program communications with USAID?

**USAID Response:** Maybe. USAID understands communications are essential parts of health and humanitarian programming. If a program includes communications activities, these do not need to be cleared with USAID unless specified in the contract or grant agreement.

#### 4. **AWARD ADMINISTRATION**

**Question:** I have several awards in different countries, why can't USAID just issue a blanket mod to cover all my awards?

**USAID Response:** Previously, M/OAA issued guidance to USAID Assistance recipients in [Memorandum authorizing COVID-19 flexibilities pursuant to OMB Memorandum M-20-17](#). This memo waived specific award requirements and authorized Assistance recipients to extend their award's period of performance. The nature of Assistance awards allows for these flexibilities, as USAID is providing financial support to a recipient's mission, programs, or activities.

In acquisition awards, USAID is acquiring services for the direct-use or benefit of the Agency, therefore across the board relief is not feasible as was done with Assistance. Any relief or flexibility provided to Acquisition awards as a result of the COVID-19 crisis must be determined on the circumstances for each specific contract. While certain actions, such as Novation agreements, may be done on a global level, any modification impacting the terms and conditions of an individual contract must be accomplished by the CO responsible for the contract. Modifications to extend the period of performance, administrative approvals, and other contract specific measures require knowledge of that contract. We have provided guidance to our COs recommending flexibility in these areas. We have also waived certain requirements so that we can have more warranted Administrative COs in the Missions. These actions should help USAID COs respond quickly and flexibly to reasonable contractor requests. We want to hear from you about any persistent issues. You can contact us through the

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Industry Liaison or if your issue is regarding indirect costs, please reach out to us through the COVID-19 Indirect Costs ([COVID19\\_IndirectCosts@usaid.gov](mailto:COVID19_IndirectCosts@usaid.gov)) mailbox. This mailbox is not just for requests for rate adjustments, it is also a centralized location to share your questions and concerns.

**Question:** If an award is affected by COVID-19, what is USAID's guidance for existing monitoring and evaluation requirements of a contract, agreement, or grant?

**USAID Response:** If the award is impacted by COVID-19, Contractors/Recipients should promptly coordinate with the AOR/COR to review and revise M&E plans/frameworks, activity data collection, and or reporting requirements, as necessary. Remote monitoring tools are encouraged for ensuring the continuity of monitoring. Remote monitoring tools that may assist with data collection include cell phones, video conferencing, and photo/document review, as well as satellite imagery and the use of existing institutional monitoring systems.

If needed, the contractor/recipient may request an extension for submission of M&E plans, progress reports, and performance indicator data (if an assistance award, see USAID's guidance implementing the OMB flexibilities, which is available on our website, and 2 CFR 200.327 and 2 CFR 200.328). Changes to the timing or sequencing of M&E tasks that do not alter the purpose of an award generally do not require a modification/amendment to the award, particularly where the M&E plan was developed after award and was approved by the COR/AOR because the plan does not require changes to the terms of the award.

For ongoing evaluations, where fieldwork has already occurred, reports may be finalized remotely. For evaluations where fieldwork is ongoing, Contractor/Recipients should coordinate with the COR/AOR to adapt data collection approaches and the evaluation time frame, if feasible.

**Question:** We are experiencing a challenge where various country laws (i.e., Jordan, Ethiopia) have been implemented such that they are requiring that staff may not be terminated during the pandemic. These laws may preclude Implementing Partners from managing labor cost (i.e., terminating employees at the end of fixed-term employment contracts) in some countries without violating these new laws. What is USAID's position on Implementing Partners keeping staff on in-light of these changes in local law? Can we be expected to be reimbursed by USAID if we have to extend the end date for our staff to be compliant?

**USAID Response:** USAID and its implementers are subject to local labor laws when hiring cooperating country national (CCN) staff. If an employment contract runs its normal course and the period of performance ends, that would presumably not be treated as a termination. That said, costs are deemed allowable if they are reasonable and allocable to the contract. If local labor law that could not have been anticipated does, in fact, require an Implementing Partner to continue employment that would have otherwise ended, and sound business practice and judgment (i.e., based on due diligence, including, e.g., advice of competent local counsel) results in continued employment of staff, then those costs would be deemed reimbursable. See [FAR 31.201-3](#). The contractor must ensure that all costs do not exceed the obligated amount and are within the total estimated amount of the award.

**Question:** The drop in revenues and the direct cost base of allocation, combined with additional investments in the remote work technologies and other facilities, are creating a steady increase in most contractor's indirect cost rates, which will likely be felt over the next year or more. For example, we have performed the following analysis just after one month of the COVID-19 related closures and slow down:

1. Reduction in Travel
2. Reduction in Training Delivery
3. Reduction in Direct Labor
4. Reduction in Subcontracting and GUCs
5. Reduction in Other Costs
6. Additional Indirect Cost for Facilities and Technology

The above resulted in a conservative estimate of at least a 10% decrease in the base of allocation for our Overhead and G&A rates, which in turn results in increased OH and G&A Rate. We expect that this trend will continue into our new fiscal year (starting July 1, 2020). This means that the indirect ceiling rates which exist in most of our cost reimbursable contracts and Cooperative Agreements will materially increase beyond the 5-year rate ceilings. As such, COVID-19 slow-downs will result in contractors' seeking excusable delay adjustments to the schedules of their contracts or re-thinking the results that may be achievable under the new performance conditions. Will USAID support these adjustments?

**USAID Response:** Given that ceiling rates are established on a case-by-case basis, any adjustments to such ceiling rates will also have to be made on a case-by-case basis by the CO/AO. USAID has established a [COVID19\\_IndirectCosts@usaid.gov](mailto:COVID19_IndirectCosts@usaid.gov) email box where partners can send NICRA-related questions and requests for adjustments to provisional rates within any ceilings.



**Question:** 2 CFR 200.320 allows procurement by noncompetitive proposals when the public exigency or emergency for the requirement will not permit a delay resulting from the competitive solicitation. The recipient may decide to put in place Emergency Simplified Procedures during the COVID-19 crises, and use the noncompetitive process when COVID-19 conditions necessitate it. Should recipients inform the AOR about the decision to use the non-competitive process and a simplified procurement procedure? Should the information about simplified emergency procedures be included in new proposals? For active grants, should the simplified procedure be communicated with the AOR via email?

**USAID Response:** Recipients are not required to inform the AOR of the use of non-competitive procedures but must follow the requirements of 2 CFR 200.319 and 2 CFR 200.320.

**Question:** Waiver to exceed the LCP and CST without prior approval from the CO. Approvals of these requests are usually lengthy. Is there any guidance with regards to such requests for COVID-19 activities?

**USAID Response:** At the present time prior approval to exceed the LCP and CST must be approved by the CO.

**Question:** It is good to raise awareness on ceiling issues. But adjusting ceilings is a complicated issue. Ceilings apply to individual contracts generally. But negotiating every contract at the CO level could be a nightmare. Would USAID consider: 1) Providing contractors with the opportunity to submit requests for adjustments demonstrating that COVID-19 impacted rates. This would likely require contractors to be able to track and identify COVID-19-related costs and impacts; 2) Granting relief for rates up to a certain point (e.g., + 2%), which would allow USAID to budget and ensure it has the needed appropriations. There are other possibilities as well. But, it is a challenging issue and could take some time. In the interim, where contractors have costs that are identifiable as being COVID-19 related, it would be a good idea to tag them for possible use in the future.

**USAID Response:** Given that ceiling rates are established on a case-by-case basis, any adjustments to such ceiling rates will also have to be made on a case-by-case basis.

**Question:** We appreciate USAID opening a separate indirect cost mailbox, and while the broad issue of NICRA recovery is covered here – but not the issue of contract-level *ceilings*. USAID has been relatively uniform in its response on issues (speak to your cognizant CO/AO), but an indication from M/OAA that approval of adjustments of contract level ceilings would be an appropriate response to this issue as it would be the only way for contractors to recover

their allowable (expected increased) NICRAs produced by the global pandemic. Is indirect cost mailbox also for contract level ceiling issues?

**USAID Response:** Given that ceiling rates are established on a case-by-case basis, any adjustments to such ceiling rates will also have to be made on a case-by-case basis by the CO/AO.

**Question:** Given the current operating environment, we are concerned about our indirect cost rates (NICRA) going up. Who can we contact at USAID to help address our current indirect cost rate agreements?

**USAID Response:** USAID has established a [COVID19\\_IndirectCosts@usaid.gov](mailto:COVID19_IndirectCosts@usaid.gov) email box where partners can send NICRA related questions.

Please note that inquiries sent to this email box prior to April 9, 2020 should be resubmitted as emails external to USAID were bounced back.

Implementing partners (IP) that already have a NICRA issued by USAID, and are experiencing significant increase(s) in their provisional indirect cost rate(s) (NICRA) given the current operating environment, may request adjustments to current provisional indirect cost rates.

In order to expedite the request for adjustments to current provisional indirect cost rates, partners must submit a written request to the COVID-19 email box along with the following documentation:

- Detailed Indirect Cost Rate calculation that shows detailed cost-by-cost element in both the base of application and pool of expenses for each rate, supported by financial information (i.e., trial balance and budgetary data). The Calculations should breakout the actuals thru the most recent completed month plus projections for the remainder of the year.
- Comparative analysis: compare the current projections to prior year actuals.
- Detailed Schedule listing all expenses related to COVID-19, and how they are tracked in the accounting system.
- Written justification explaining the need to incur these additional expenses.
- Identification of any significant decreases in base of application, and a written explanation for the decreases.
- Identification of any cost previously treated as direct cost that are now being treated as indirect costs, and provide a written explanation.

- Written policy for tracking paid time off and teleworking. Also, please provide any HR Policies and Procedures related to paid time off, and teleworking due to extraordinary circumstances.
- What actions the organization has currently taken, or plans to take, to mitigate cost.

**Question:** What are our abilities to keep long-term staff such as cleaners, drivers, etc., who cannot simply telework as part of their duties, especially in countries where host governments have ordered citizens to remain at home, on our payroll?

**USAID Response:** Contractors and recipients are encouraged to speak with their Contracting Officers/Agreement Officers and CORs/AORs for those long-term personnel where telework cannot be performed.

**Question:** Some countries have seen rapid and significant devaluations of their currency as a result of this crisis. This greatly reduces the value of local salaries. How is USAID addressing this – by regular salary adjustments to account for this or even allowing dollarized salaries?

**USAID Response:** At this time USAID has not made any determination to change the currency in which local payments are made.

**Question:** Are partners allowed to request multiple, concurrent no-cost extensions for a period of performance longer than 12 months?

**USAID Response:** Extensions for assistance awards are limited to no more than 12 months in accordance with OMB Memo M-20-17 and USAID's Memo exercising such flexibilities.

**Question:** Does this 12-month no cost extension flexibility apply to fixed amount awards (FAAs) and to FAAs in their third year of performance (the Agency's limit on period of performance for FAAs as stated in the ADS)?

**USAID Response:** If the COVID-19 response has caused delays in the recipient meeting their milestones in the fixed amount award, the AO and recipient may negotiate a revision to the milestones beyond the stipulated 3-year maximum period for a fixed amount award, but within the maximum 12-month period allowed for extensions.

**Question:** We are aware based on the updated USAID M/OAA COVID-19 Implementing Partner Guidance FAQs published on March 27, 2020 (pg. 13), that an extension of the VAT reports due to USAID Missions on April 16, 2020, in accordance with AIDAIR 752.229-71 Reporting of Foreign Taxes and Required As Applicable Standard Provision Reporting Host Government Taxes may be available. The updated FAQs direct implementing partners to

contact their CO/AOs in regard to this request. Individual requests have the potential to be time consuming and administratively burdensome for USAID staff as well as implementing partner staff. Would USAID consider a blanket extension for all VAT reports due under USAID awards in light of current events? This will allow the additional time needed for USAID implementing partners to provide accurate reports which has become challenging as a result of the systems and staffing issues arising from government lock-downs or other measures being put in place around the world to slow the spread of the virus.

**USAID Response:** This date is not imposed by USAID. It is a deadline set by the Department of State and applies to all U.S. Government Agencies. At this time we have not been informed of any extension of this reporting requirement.

**Question:** According to the Expedited Procedures Package a source and nationality waiver has been approved for the procurement of goods and services for activities and programs to respond to an outbreak of a contagious infectious disease, hence allowing purchase in geographic code 935. Does this apply only to IPs directly responding to COVID-19 or does it apply also to IPs only affected by the COVID-19 emergency? Furthermore, does the waiver apply also to restricted commodities such as Pharmaceuticals? Are IPs allowed to conduct local procurement of them not taking into consideration the pre-qualified supplier list from USAID-OFDA?

**USAID Response:** The Source Nationality Waiver in the EPP applies only to activities and programs responding to COVID-19. Other activities and programs impacted by COVID-19 can seek a Source Nationality Waiver using usual processes. The EPP does not waive restricted commodity requirements in ADS 312 for any IP, regardless of whether their work is in response to COVID-19.

**Question:** In light of new ADS 303 policy on programmatic changes (303.3.18.c.2) how do we determine whether a change of activities in an assistance award for COVID-19 response requires an amendment?

**USAID Response:** As Missions engage with assistance partners to consider how activities might be adjusted in light of COVID-19, it is helpful to flag a recent revision to ADS 303 that was intended to make our awards more nimble and empower AORs to approve tactical changes without having to formally amend the award.

The new ADS language clarifies when revisions to the program require award amendments relating to changes to the terms and conditions of the award. These include: extending the period of performance; increasing the Total Estimated Amount; revising the award budget;

altering the explicit purpose or objectives of the award; or establishing new or different activity objectives.

Other than the changes that affect the terms and conditions of the award, the Agency may apply Collaborating, Learning and Adapting (CLA) principles and AORs may approve changes to partners' implementation plans in response to changes in context and new information.

Another way of thinking about this is that as long as partners are not requesting to change the "what" (for example, award objectives, expected results, or any other terms and conditions of the award) but are instead focusing on adjusting the "how" (for example, adding or discontinuing particular interventions described in the implementation plan) those requests may be allowable and within the AOR's authority to approve. Adaptive management is a conscious recognition that while the results we seek do not change, the pathways to achieving those results throughout implementation often do.

**Question:** Will USAID tolerate slower mobilization on new awards because of the global travel restrictions and other limitations related to the coronavirus?

**USAID Response:** Contractors and Recipients must be in contact with the CO/AO and COR/AOR if there are any delays in mobilization. This has to be handled on a case-by-case basis.

**Question:** Please clarify how we should deal with partners who have a fixed amount award subgrant, and need to continue to pay staff, though they won't be able to complete their deliverables on time.

**USAID Response:** Recipients need to contact their AO if they need the milestones revised.

**Question:** Given the possibility that USAID award recipients may lose funding from other sources (for example, due to redirection of funds toward the emergency response or private donors rescinding funding due to an economic crisis), could USAID consider relaxing cost share requirements on current awards?

**USAID Response:** Recipients must consult with the cognizant Agreement Officers as this will have to be negotiated on a case-by-case basis.

**Question:** What is the Agency doing to ensure uniformity across Agreement Officer Representatives (AOR)/Contracting Officer Representatives (COR) in their handling of

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requests for no-cost extensions, pre-approval of certain COVID-19 related costs, and the like? While we appreciate that blanket approvals may be difficult, the case-by-case approach will also create discrepancies in approach for organizations dealing with multiple USAID-funded programs and/or other donor-funded programs. Please clarify what is being done to address this.

**USAID Response:** M/OAA management has regularly scheduled teleconferences with A&A staff to discuss common approaches for consistency as much as possible.

For Assistance awards, AOs and AORs have been informed about the flexibilities in OMB Memo M-20-17. Prior to incurring such costs recipients must notify the AO and AOR of these costs. Recipients must maintain appropriate records and cost documentation as required by 2 CFR § 200.302 - Financial management and 2 CFR § 200.333 - Retention requirement of records to substantiate the charging of any salaries and other project activities costs related to interruption of operations or services. In no circumstance can costs exceed the amount obligated in the award. The Agency will not reimburse costs that exceed the amount obligated in the award. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award.

For contracts, USAID also embraces flexibility, and will consider providing extensions to performance dates if telework or other flexible work solutions, such as virtual work environments, are not possible, or if a contractor is unable to perform in a timely manner due to quarantining, social distancing, or other COVID-19 related interruptions. Contractors must also communicate with the cognizant Contracting Officers on a case-by-case basis.

**Question:** Most of the guidance reminds implementers of the rules and how they apply in this situation and eases some administrative and reporting requirements. The AO/CO community needs as broad a mandate as possible to make decisions. The guidance allows salaries and other operational costs to be charged to the award in order to allow rapid start up. As revenues are affected by the crisis, what is likely to be the degree of flexibility for redirecting funds from indirect line items to direct costs?

**USAID Response:** Any redistribution of costs from indirect to direct must be consistent with the recipient's accounting system, methods, and procedures, and the cost principles of 2 CFR 200 and FAR Part 31, as applicable. Partners may direct any questions relating to indirect costs to [COVID19\\_IndirectCosts@usaid.gov](mailto:COVID19_IndirectCosts@usaid.gov).

**Question:** Will there be any flexibility in quarterly reporting and support in PMS or should this be coordinated with the AOR/COR?

**USAID Response:** Contractors should contact their CO for relief regarding excusable delays, per FAR clause 52.249-14, including any extensions of the period of performance of the contract. For Assistance, requirements for reporting are found in 2 CFR 200. See OMB Memo M-20-17 for flexibilities on reporting during the 90-day period of the COVID-19 response. Recipients should also consult 2 CFR 200.328 on reporting.

**Question:** In light of projected changes in work plans, how shall implementers adjust targets, especially in awards with performance accountability measures? Generally, how will performance-based programming be altered? Programming teams fear that diverting attention to COVID-19 planning will mean that they're not solely focused on hitting targets and thus in danger of being on a performance improvement plan or losing funding.

**USAID Response:** Contractors and Recipients must inform their cognizant CO/AO of any potential delays in performance as far in advance as possible.

For Assistance awards, see OMB Memorandum M-20-17 for flexibility on reporting during the 90-day COVID-19 response period, and 2 CFR 200.328 for adverse conditions that will materially impair the ability to meet objectives of the Federal award. Changes in work plans and other performance accountability measures will be handled on a case-by-case basis. Consult with the cognizant AOR, AO, or POC.

For Acquisition awards, Government contracts provide for excusable delays, which may involve extensions to awards resulting from quarantine restrictions due to exposure to COVID-19.

**Question:** If partners anticipate, or are experiencing, disruptions to the implementation of a USAID-funded program, whether because of health/safety issues, quarantine actions, travel restrictions, or logistical concerns (such as supply-chain interruptions), should they inform their COR(s)/AOR(s), who will then consult with the cognizant CO(s)/AO(s) and provide guidance?

**USAID Response:** If contractors or recipients anticipate delays they should contact either the COR/AOR or the CO/AO.

**Question:** At what stage will alternate implementation scenarios and due dates for deliverables be considered due to potential implementation/program delays?

**USAID Response:** Implementing partners should prepare now for alternate implementation scenarios and due dates for deliverables. Contractors may refer to the applicable FAR clause 52.249-14 for particular delays, including scheduling. For assistance, refer to 2 CFR 200.328 on reporting delays and any assistance needed to resolve the issue. Consistent with OMB Memorandum M-20-17, the AO may extend awards that were active as of March 31, 2020 and scheduled to expire prior or up to December 31, 2020, at no additional cost for a period of up to twelve months. Recipients should also engage their AORs and AOs for extensions based on revised work plans. For reports, recipients may delay submission of financial, performance, and other reports up to three months beyond the normal due date.

**Question:** Please clarify how a recipient can request an authorization to purchase pharmaceuticals locally from a supplier that has not been vetted by USAID. Of course, the supplier has been vetted by the recipient.

**USAID Response:** A recipient must submit a request for a restricted commodity procurement through its AOR, who will then submit a written request to the Global Health Bureau for a quality/efficacy review. The Source/Nationality waiver in the Expedited Procedures Package (EPP) for Responding to Outbreaks of Contagious Infectious Diseases effective as of March 16, 2020 covers the 937 to 935 geographic code change; however, the waiver specifically states that the ADS 312 restricted commodity approval requirement is still in effect.

**Question:** Recognizing that the context is shifting quickly and will likely lead to programmatic reduced outcomes and impact, will USAID approve modifications to targets and program activities after the crisis is over?

**USAID Response:** We are cognizant that the current situations may impact program and awards in terms of timelines and associated targets. Partners should engage COs/AOs and CORs/AORs on those situations, and ensure that they are cognizant of any subsequent adjustments that may be needed.

**Question:** Due to COVID-19 disruptions, would USAID consider approving no-cost extensions for contracts expiring in the coming months?

**USAID Response:** For contracts, USAID embraces flexibility, and will consider providing extensions to performance dates if telework or other flexible work solutions, such as virtual work environments, are not possible, or if a contractor is unable to perform in a timely manner due to quarantining, social distancing, or other COVID-19 related interruptions. Contractors must communicate with the cognizant Contracting Officers on a case-by-case basis.



**Question:** Can USAID provide further specificity regarding its Guidance that operating costs may be necessary to maintain readiness? Does it include, at a minimum, salary and fringe benefits for staff, office rent and other office operating costs, and other contractually obligated costs?

**USAID Response:** Contractors and recipients should engage with cognizant COs/AOs and CORs/AORs on specific costs that are essential and necessary to maintain readiness.

For Assistance awards, USAID is exercising the additional flexibilities provided by OMB in their Memo M-20-17, to allow Recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis to charge USAID for costs that are necessary to resume activities supported by the award, consistent with applicable Federal cost principles and the benefit to the program. Prior to incurring such costs recipients must notify the AO and AOR of these costs. In no circumstance can costs exceed the amount obligated in the award. The Agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award. The Recipient must maintain appropriate records and cost documentation as required in 2 CFR § 200.302 - *Financial management* and 2 CFR § 200.333 - *Retention requirement of records*, to substantiate charging of any activity costs related to interruption of operations or services. These exceptions are time limited and will be reassessed by OMB within 90 days of their Memo M-20-17 dated March 19, 2020.

**Question:** Given the understandable requirement for prior approval for any repurposing of funds toward the Coronavirus response, is there an accelerated mechanism to get such approval? What is the time-frame we can expect? Are there specific guidelines? Is it mission-to-mission, as appears to be the case so far, or are there global recommendations?

**USAID Response:** There are multiple issues regarding repurposing funds. If the funds were earmarked for one purpose, the Agency cannot repurpose without prior Congressional approval. Our budget office is taking this under review. If the funds are within a contract/agreement and can be moved to address a COVID-19 issue, then the CO/AO can make that determination. That will be done on a case-by-case basis.

**Question:** What are the expectations around drawdown availability, do we anticipate disruptions?

**USAID Response:** The Agency continues to aggressively monitor all system capabilities, especially ones in the areas of Management responsibilities. All the Bureau for Management

offices, such as M/CIO, Chief Financial Officer (M/CFO), and M/OAA are in daily meetings with our leadership to ensure effective system capabilities and processes are maintained.

**Question:** Per the issued guidance, we understand we are to seek USAID approval prior to incurring any additional costs related to COVID-19. However, the situations in countries are rapidly changing each day (and some hour by hour). Considering some requests may require additional time from USAID, would USAID consider blanket approvals for evacuation/return of contractor/recipient staff in accordance with the contractor/recipient's determinations and policies?

**USAID Response:** Under the terms and conditions of USAID contracts, Mission Directors are authorized to determine, for any reason, the necessity of evacuation on a country-by-country basis. There is currently no plan to issue a blanket determination for all contractors. These determinations have to be made at the Mission level as they are case specific.

Based on existing AIDAR clauses in our awards with contractors, Mission Directors have the authority to authorize departure and make evacuation costs allowable on a country-by-country basis.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

COs will work with contractors regarding more specific allowability of costs for evacuation costs on a case-by-case basis in accordance with the above clause, as well as AIDAR 752.7028 Differential and Allowance.

**Question:** Would the Agency consider providing regulatory relief such as an extension for various reporting deadlines (incurred cost, VAT reporting, subcontractor reporting, etc) that's likely a FAR Council matter?

**USAID Response:** Contractors should contact their CO for relief regarding excusable delays, per FAR clause 52.249-14, including any extensions of the period of performance of the

contract. For Assistance, requirements for reporting are found in 2 CFR 200. See OMB Memo M-20-17 for flexibilities on reporting during the 90 period of the COVID-19 response. Recipients should also consult 2 CFR 200.328 on reporting.

**Question:** Should Implementing Partners create a new leave type to track the leave we grant to employees so that we can get a credit via our social security tax for the cost of these benefits – correct? Any other guidance?

**USAID Response:** USAID does not have any Agency specific guidance on this. Implementing partners should consult with their attorneys or accountants on this question.

**Question:** What sort of flexibility will there be on activity timelines and continuing to incur grant costs for non COVID-related USAID projects? Different countries are imposing different degrees of office closures, restricting gatherings, and closing air space. This will lead to activity delays for ongoing USAID-funded humanitarian and development programs. Can implementing organizations still charge staff, operating costs, and overhead and what sort of flexibility will there be for delays?

**USAID Response:** USAID is exercising the additional flexibilities provided by OMB in their Memo M 20-17, to allow recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis to charge USAID for costs that are necessary to resume activities supported by the award, consistent with applicable Federal cost principles and the benefit to the program. Prior to incurring such costs recipients must notify the AO and AOR of these costs. In no circumstance can costs exceed the amount obligated in the award. The agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award. The Recipient must maintain appropriate records and cost documentation as required in 2 CFR § 200.302 - *Financial management* and 2 CFR § 200.333 - *Retention requirement of records*, to substantiate charging of any activity costs related to interruption of operations or services. These exceptions are time limited and will be reassessed by OMB within 90 days of their Memo M-20-17 dated March 19, 2020.

Recipients should inform their cognizant Agreement Officer and their cognizant Agreement Officer's Representative when COVID-19 related problems, delays, or adverse conditions occur which will materially impair the ability to meet the award objectives. The Agreement Officer may extend awards that were active as of March 31, 2020 and scheduled to expire prior or up to December 31, 2020, at no additional cost for a period of up to twelve (12) months, at the request of the recipient.

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**Question:** Use of non-US flag routings for Surface/Ocean shipments requires determination of non-availability from the USAID Transportation Division per Automated Directive System (ADS) 315. Temporarily lifting the requirement to ship cargo on US Flag carriers would ensure that shipments can proceed in a timely fashion and also help contain costs.

**USAID Response:** The requirements are based on the Cargo Preference statute and cannot be unilaterally waived. If the shipment is determined to be an emergency, the requirements are to be forwarded to M/OAA Transportation for review and determination of non-availability. They can be contacted at [oceantransportation@usaid.gov](mailto:oceantransportation@usaid.gov).

## 5. ALLOWABLE COSTS

**Question:** Under Section 3610 of the CARES Act, “funds made available to an agency by [the] Act” may be used to reimburse contractors for workers’ lost time from March 27 to September 30, if the contractor provides leave to its employees or subcontractors “to maintain a ready state.” Please advise on how such CARES Act funding is made available to eligible contractors so that existing budgets for workplan activities can remain intact. It is our understanding that USAID has only allotted funds for COVID-19 related work; it is not clear how CARES Act funding would come into play for a project to “maintain a ready state” if it were not engaged in COVID-19 activities. If such CARES Act funding is not made available to USAID to reimburse paid leave under the CARES Act, contract performance/deliverables will be impacted, since existing project funding would be used to “maintain a ready state” and there would be less funding available to complete the remaining scope of work on contracts where contractors are requesting such reimbursements.

**USAID Response:** OMB M-20-22 states, “Congress made clear that reimbursements made pursuant to section 3610 are subject to the availability of funds.” Section 3610 provides agencies with the discretion to make reimbursements only when such payments are in the best interest of the Government. No additional funding has been provided to meet the costs of paid-leave under the CARES Act. Contractors and the CO should determine how the remaining funds under the contract would be used to complete the contract performance/deliverables, and the extent to which paid-leave is necessary to maintain readiness for performance of the remaining contract deliverables.

**Question:** AAPD 20-03, section III.C, includes language that defines the approved work site more narrowly than the CARES Act. The CARES Act notes that relief can be applied to contractors whose employees or subcontractors:

1) cannot perform work on a site approved by the Federal Government, including a federally-owned or leased facility or site due to facility closures or other restrictions; and

2) are unable to telework because their job duties cannot be performed remotely during the COVID-19 pandemic.

AAPD 20-30 adds the following language: “As such, this provision may be applied to contractors and subcontractors whose employees have physical access to USAID facilities, or whose worksite has been approved and is paid for as a direct cost under a USAID contract, for performance in the U.S., or overseas.”

Our organization implements a large USAID contract where all of our staff are based at our “leased facility” in the DC Metropolitan area that is approved as a place of performance under the contract; and for this contract, in order to effectively carry out our work, extensive interaction with country-based stakeholders and partners, both remotely and in person when travel is possible, is essential to implementing our approved workplan. We believe that our situation falls clearly within the requirements and overall intent of the CARES act, but have been advised that we would not qualify for CARES Act support specifically because our worksite is neither paid for as a direct cost under the contract (our facility costs are integrated into our indirect rate structure), nor do our staff require physical access to USAID facilities. Under these circumstances, where the impact of COVID on operational readiness is otherwise clearly demonstrated, does the CO have discretion to interpret AAPD 20-03 more broadly, in line with the stated intent of the CARES act as outlined in points #1 and 2 above?

**USAID Response:**

USAID will revisit AAPD 20-30 and clarify/revise as necessary. Contractors are reminded that Section 3610 provides agencies with discretionary authority to reimburse costs of paid leave to federal contractors and subcontractors. OMB memo M-20-22 further requires agencies to exercise sound business judgment in the use of section 3610 and to carefully consider if reimbursing paid leave to keep the contractor in a ready state is in the best interest of the Government for meeting current and future Agency needs.

USAID has encouraged contractors to expand telework opportunities to the maximum extent practicable to enable their staff to perform services under the contracts. Contractor personnel located in the D.C. metropolitan area should be able to telework unless their specific duties preclude them from doing so. In those situations, the CO and the contractor should consider the extent to which it is in the best interest of the Government to maintain certain personnel in a ready state depending on the future needs under the contract.

**Question:** Regarding Subsistence Expense Allowance (SEA) Payments for our expats who have left their post under the COVID global authorized departure. According to the Department of State Office of Allowances FAQ page linked [here](#) (specifically, G/AD 6.Q), under the current Global Authorized Departure the State Dept is using the “Simplified Methodology” for calculating SEA payments. This is due to the high volume of expats who have left post due to COVID and are now qualified for SEA. Under the simplified methodology there is no reduction of M&IE rates after the first 30 days (among other adjustments). Please see below for the specific paragraph. Are contractors also to follow this simplified methodology for calculating SEA payments?

**USAID Response:** The simplified SEA payment methodology has been approved only for certain direct-hire employees under the Global Authorized Departure (20 State 28418). Contractors must follow DSSR 600 for details on the eligibility and payment of SEA, in accordance with AIDAR 752.7002 - Travel and Transportation and AIDAR clause 752.7028 Differential and Allowances.

**Question:** Is it possible that a Mission becomes an unaccompanied post if local conditions don't improve? If this were the case, will implementing partner staff be eligible for involuntary separate maintenance allowance – including tuition assistance? We understand that approval for SMA should be requested before SEA ends. Will there be enough time to process this request upon notification that the ordered departure is ending and in advance of the school year commencing?

**USAID Response:** Status as an unaccompanied post (or partially unaccompanied post) is a State Department determination. For allowances under specific contracts please refer to the individual contract and, if applicable, AIDAR clause, 752.7028 Differential and Allowance. Also,

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see DSSR 600 for more details about specific allowances. See also [Education Allowance Reference Guide for Evacuation and Separate Maintenance Situations](#) a quick reference guide if you have questions regarding how education allowances are affected by Evacuation status, Separate Maintenance Allowance (SMA) and Transitional Separate Maintenance Allowance (TSMA). Please see [Q&A related to Education Allowances in the State Department Office of Allowance FAQ](#) for more information.

**Question:** It is our understanding that once the ordered departure ends, return is expected immediately and that we will only be able to continue SEA for three days (including travel costs). Is our understanding of this correct? Does this begin at the time we receive travel approval or at the time that notification that the ordered departure has ended is received? Some countries have a negative PCR COVID-19 test as a reentry requirement. It will take time to get that test so that it will still be valid upon arrival in the country. Could this be a justifiable reason to extend the SEA for an additional amount of time? Is our understanding correct that this would be up to an additional seven days (10 days total)?

**USAID Response:** The AO/CO must consult DSSR 600, Payments During Ordered/Authorized Departure. The contractor must consult with the AO/CO for questions relating to specific cases.

**Question:** If the scenario below happens would Subsistence Expense Allowance (SEA) benefits continue for IP staff dependents remaining outside the country?

Scenario: Would there be a scenario in the coming months where evacuated Implementing Partners staff are asked to return to Jakarta while dependents under 21 years of age are unable to return?

**USAID Response:** The allowability of these costs will depend on the terms and conditions of the specific contracts. Also see AIDAR clause 752.7028 Differential and allowances, and DSSR 600 for details on the eligibility and payment of SEA. The allowability of recipient costs is governed by 2 CFR 200, Subpart E, OMB memorandum M-20-17, and the USAID Procurement Executive Memorandum authorizing COVID 19 flexibilities pursuant to OMB Memorandum M-20-17, date May 8, 2020. For the latest guidance on PPE, please refer to the recently issued

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[PPE FAQ](#) document and [PPE Guidance](#) document. Both are available on the [COVID-19 Implementing Partners Resource page](#).

**Question:** Would USAID approve tuition payments for the next academic year, for IP staff children in overseas schools, while there is still an ordered departure?

**USAID Response:** Contractors will be reimbursed for allowances in accordance with the terms of their contract. The CO may consult DSSR 600, Payments During Ordered/Authorized Departure. See [Education Allowance Reference Guide for Evacuation and Separate Maintenance Situations](#) a quick reference guide if you have questions regarding how education allowances are affected by Evacuation status, Separate Maintenance Allowance (SMA) and Transitional Separate Maintenance Allowance (TSMA). Please see Q&A related to Education Allowances in the [State Department Office of Allowance FAQ](#) for more information.

**Question:** COVID-19 testing required. If a local government or authority requires COVID-19 testing (and proof of results), is that an allowable cost? For example, we have local staff who travel for work by plane to different regions in-country, and the airlines are requiring proof of a negative test in order to board the plane.

**USAID Response:** If COVID-19 testing is required for the contractor to perform the services under the contract as described above, such costs would generally be allowable. Contractors should consult with their cognizant CO for the allowability of these costs. Recipients should consult with their cognizant AO for the allowability of these costs. For assistance awards, see also OMB memorandum M-20-17, and the USAID Procurement Executive Memorandum authorizing COVID-19 flexibilities pursuant to OMB Memorandum M-20-17, date May 8, 2020.

**Question:** Prior to the release of AAPD 20-03, USAID's guidance on maintaining staffing levels (including by implication staff who couldn't necessarily telework) in order to maintain project readiness was to consult with the CO and seek approval on a case by case basis. This is reflected in one of its responses on its COVID-19 Partner FAQs:

Pursuant to OMB Memo M-20-18, contractors must contact their CO for approval of such costs on a case-by-case basis, taking into account, among other factors, whether the requested



costs would be allowable and reasonable to protect the health and safety of contract employees as part of the performance of the contract. The standard for what is "reasonable," according to FAR § 31.201-3, is what a prudent person would do under the circumstances prevailing at the time the decision was made to incur the cost (e.g., did the contractor take actions consistent with CDC guidance; did the contractor contact the contracting officer or the contracting officer representative to discuss appropriate actions).

COs should take into consideration whether it is beneficial to keep skilled professionals or key personnel in a mobile ready state for activities the agency deems critical to national security or other high priorities (e.g. , national security professionals, skilled scientists). COs should also consider whether contracts that possess capabilities for addressing impending requirements such as security, logistics, or other function may be retooled for pandemic response consistent with the scope of the contract. A number of contract clauses may be helpful in managing COVID-19 issues as they arise. COs have the authority to make certain changes as necessary to the contract using the appropriate changes clause that applies to the contract (see FAR clauses 52.243-1 through 52.243-3 or clause 52.212-4(c)). If necessary, and generally after considering other alternatives, COs can suspend or stop performance through clause 52.242-14, Suspension of Work, and clause 52.242-15, Stop Work Order.

As a contractor, we requested and obtained CO approval to bill certain salaries during this time to a COVID-19 leave code. Does the issuance of AAPD 20-03 mean that we now have to secure an additional approval for what was already approved and that those costs approved in the past are no longer approved? If the answer is yes, does the approval need to be retroactive or can it be from the date the AAPD was issued?

**USAID Response:** For previously approved salaries that are now eligible for reimbursement under the CARES Act, the contractor must submit to the CO the information and documentation required for a modification to the contract, for reimbursements of these salaries under the CARES Act. This is important for tracking costs related to COVID-19 and the CARES Act. After the award is modified, when requesting reimbursement of such costs, the contractor must include the required representation and the applicable supporting documentation with each invoice. The CARES Act authority may only be used as described in Section 3 of AAPD 20-03, for leave that a contractor has provided during the period of March 27, 2020 through September 30, 2020.

**Question:** Section III. Guidance, D. of AAPD 20-03 states, “The CARES relief provision should not be used for non-essential and non-skilled staff who are not required to maintain readiness.” However, in many of the countries in which we operate, the cost of terminating an employee early for non-performance issues is often the same as paying their salaries through their full term of employment. Additionally, contractors are required to comply with local labor laws. If the cost of maintaining non-skilled staff will not increase the contract ceiling and payment for early termination is mandated by local labor law, will USAID consider reimbursing the contractor if these staff use the COVID-19 code created by the CARES Act?

**USAID Response:** Section 3610 of the CARES Act restricts the circumstances under which reimbursement may be made, and the amount of reimbursement allowed. Payment of salaries that do not fall under the allowability of the CARES Act are a separate cost allowability determination and the contractor must consult with the CO regarding such costs. These costs will not be tracked under the “COVID-19 3610” code.

**Question:** Please clarify whether the forgiven PPP loan amount would be counted as a credit due back to the government on federal contracts? If Yes, will all forgiven cost categories be treated as potential credits to the government i.e. direct and indirect cost credits? When would those credits be due back to the government?

Please clarify whether these credits apply to cost-reimbursement and T&M contracts only? If so, how would the credits apply to the labor part of T&M contracts?

Additionally, the way the loan forgiveness will be treated by FAR, and USAID, will have direct implications on contractor’s revenue, indirect rates, and cash position.

FAR 31.201-1 Composition of Total Cost states that *Total Cost of Contract = Direct + Indirect Cost – Allocable Credits.*

Another FAR clause, FAR 31.201-5 defines credit as *the applicable portion of any income, rebate, allowance, or other credit relating to allowable cost received by the contractor. This cost shall be credited back to the government as a cost reduction or by cash refund.*

There are three main players that contractors have to consider when talking forgiveness: SBA, IRS, and FAR (USAID).

Last week on the FAR/USAID forum webinar, all presenters agreed that USAID would eventually require all forgiven loan amounts (including direct cost) be credited back to the government through cost reduction.

**USAID Response:** Contractors will have to consult with their own lawyers and accountants on this matter.

**Question:** Does USAID have a similar formal policy to: DoD Class Deviation - CARES Act Section 3610 Implementation?

“Section 3610 of the CARES Act allows agencies to reimburse, at the minimum applicable contract billing rates (not to exceed an average of 40 hours per week), any paid leave, including sick leave, a contractor provides to keep its employees or subcontractors in a ready state, including to protect the life and safety of Government and contractor personnel, during the public health emergency declared for COVID–19 on January 31, 2020, through September 30, 2020.”

**USAID Response:** USAID’s guidance on Section 3610 of the CARES Act that allows agencies to reimburse paid leave to certain contractor employees and subcontractors was issued in AAPD 20-03 and is available at on the website at <https://www.usaid.gov/work-usaid/aapds-cibs/aapd-20-03>.

**Question:** Will USAID reimburse lodging costs for the 14 days of the mandatory self-quarantine as directed by the CDC of USNs/TCNs evacuated to their homes of record while these individuals **cannot return to their residences?**

**USAID Response:** Contractors should follow the AIDAR clause for emergency travel and allowances, as well as their own policies to determine allowability for individuals who return to their home of record.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

COs will work with contractors regarding more specific allowability of costs for evacuation in accordance with the above clause as well as AIDAR 752.7028 Differential and Allowance, on a case-by-case basis given different variations around these situations.

In the event that mandatory quarantine requirements are imposed on the employee/dependents while in transit, additional costs may be considered allowable and will be limited to per diem.

Where the contractor employee and dependents evacuate to their home of record based on authorized/ordered departure but do not have a residence to return to, then the employee and dependents will be allowed Subsistence Expense Allowance (SEA) outlined in DSSR FAM [600 Payments During Ordered/Authorized Departure](#).

If the contractor employee returns to their home of record and has a residence to return to, then they would be expected to self-isolate within their residence and no lodging costs are allowable. This is consistent with practice for US direct-hires: There is no per diem for any duty or leave status while a government employee is in the locality of their residence.

**Question:** I am writing to inquire what hazard pay is allowable for health workers being supported through USAID awards. In particular, there are two types of instances that may arise that would be helpful to have guidance as it pertains to COVID response:

I. Host-governments may issue policies around the provision of risk allowance to all health workers working during the COVID pandemic and/or additional payment for supporting COVID services. Are implementing partners allowed to provide health worker staff employed with the same host-government payment allowances? If guidance is to align payment and salaries to host-government pay bands, does this extend to hazard pay?

2. Implementing partners may suggest provision of hazard pay to health worker staff they employ (in addition to routine salary and benefits) to support retention while working during the COVID pandemic outside of a host-government policy. Is this allowable?

**USAID Response:** Contractors and recipients must follow the terms of their awards and the relevant cost allowability principles in discerning whether payment of hazard pay or other pay premiums to health worker staff or subcontractor/subrecipients will be allowable for reimbursement by USAID. Overall compensation must be reasonable for the work performed and consistent with the contractor or recipient's compensation plan and policies. FAR 31.205-6; 2 CFR 200.430. The rationale for invoking or establishing policies to provide hazard pay in the context of COVID-19 is ultimately a business decision for the implementer, but achieving objectives such as obtaining parity with host government workers or ensuring staff retention consistent with the applicable labor market could support the reasonableness of the additional costs. USAID will work with implementing partners to provide guidance on allowability of such costs on a case-by-case basis.

**Question:** Will USAID reimburse reasonable lodging costs for the 14 days of the mandatory self-quarantine as directed by the CDC of USNs/TCNs evacuated to their homes of record while these individuals cannot return to their residences?

**USAID Response:** Contractors should follow the AIDAR clause for emergency travel and allowances, as well as their own policies to determine allowability for individuals who return to their home of record.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so." COs will work with contractors regarding more specific allowability of costs for evacuation on a case-by-case basis in accordance with the above clause, as well as

[AIDAR 752.7028 Differential and Allowance.](#)

**Question:** Implementation of CARE Act Payroll Protection Program - We are finding the Treasury guidance to be unclear and somewhat contradictory as to who is eligible based on size status. One reading indicates that a business just needs to have fewer than 500 employees. Another suggests that a business needs to be BOTH 1) small under the relevant NAICS code (revenue or employee definition as applicable) AND 2) have fewer than 500 employees. We are well under the 500 employee threshold, yet - based on estimated 2019 revenue - we expect to be not small under our NAICS codes. Please advise.

**USAID Response:** Partners are encouraged to consult with their legal counsel for an interpretation of the CARE Act Payroll Protection Program and its applicability to particular organizations. Partners are also encouraged to consult with the Small Business Administration (SBA)

**Question:** Contractor provided financial assistance to local employees for payment of internet access in order to be able to telework. The contractor states that in some countries their local staff may not have adequate internet access at home. Can these be reimbursable costs?

**USAID Response:** For Assistance awards where additional costs incurred as a result of COVID-19 would have a significant impact on the budget, the partner must contact the CO/AO or COR/AOR. Approvals that are normally required under the existing terms and conditions of the award must still be obtained by the recipient unless waived pursuant to the [Memorandum Authorizing COVID-19 Flexibilities](#). Costs that are allowable, allocable and reasonable in accordance with 2 CFR 200 and the terms of the award, and do not require prior approval may be incurred without such approval.

For contracts, USAID will consider any additional proposed costs on a case-by-case basis, provided that such costs are allowable, allocable, and reasonable in accordance with the applicable cost principles.

**Question:** Could M/OAA issue a global uniform guidance on cost allowability and other issues related to implementation under the present conditions that will be applied as a matter of policy by all COs/AOs rather than making case-by-case decisions? Such repetitive and duplicative actions will divert significant IP and USAID resources from dealing with urgent matters.

**USAID Response:** M/OAA is issuing corporate level guidance to the maximum extent possible. Not all costs allowability and other issues can be answered at an agency-wide level.

**Question:** If an implementing partner needs to suspend operations in whole or in part due to COVID-19, and some staff are no longer able to discharge their duties, can an implementing partner continue to pay such employees, even if they are not working?

**USAID Response:** For assistance USAID is exercising the additional flexibilities provided by OMB in their Memo M 20-17, to allow recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis to charge salaries and benefits to currently active USAID awards consistent with the recipients' policy of paying salaries (under unexpected or extraordinary circumstances) from all funding sources, Federal and non-Federal. Prior to incurring such costs recipients must notify the AO and AOR of these costs. In no circumstance can costs exceed the amount obligated in the award. The agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award.

**Question:** Are there standard protection measures and costs USAID expects current or new programs to budget for?

**USAID Response:** At the present time, we do not have any specific guidance on standard protection measures and costs that contractors and recipients should budget for under existing or new awards.

**Question:** Field operations can and will be impacted over the coming weeks/months. We will need to keep some business continuity and at the same time, limit on-the-ground activities (training, travel, some construction in some areas, etc.) to be in alignment with local government protocols. We know that there is already advice to consult with COR/AORs, especially if we need to suspend activity temporarily. We also know that we need to maintain staff (i.e. incur costs) so that we can re-start when circumstances change. Given that the operating environment is changing so quickly, what is USAID thinking about coverage of these costs? 30 days? 60 days? 90 days? etc.?"

**USAID Response:** For assistance, pursuant to OMB Memorandum M-20-17, recipients may continue to charge salaries and benefits to currently active Federal awards consistent with the recipients' policy of paying salaries (under unexpected or extraordinary circumstances) from all funding sources, Federal and non-Federal." Prior to incurring such costs recipients must notify the AO and AOR of these costs. In no circumstance can costs exceed the amount obligated in

the award. The agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award. Recipients must maintain appropriate records and cost documentation as required by 2 CFR § 200.302 - Financial management and 2 CFR § 200.333 - Retention requirement of records to substantiate the charging of any salaries and other project activities costs related to interruption of operations or services. Per OMB Memorandum M-20-17, COVID-19-related flexibilities are time limited and will be reassessed within 90 days of issuance of that memorandum (March 19, 2020).

Pursuant to OMB Memo M-20-18, contractors must contact their CO for approval of such costs on a case-by-case basis, taking into account, among other factors, whether the requested costs would be allowable and reasonable to protect the health and safety of contract employees as part of the performance of the contract. The standard for what is "reasonable," according to FAR § 31.201-3, is what a prudent person would do under the circumstances prevailing at the time the decision was made to incur the cost (e.g., did the contractor take actions consistent with CDC guidance; did the contractor contact the contracting officer or the contracting officer representative to discuss appropriate actions).

COs should take into consideration whether it is beneficial to keep skilled professionals or key personnel in a mobile ready state for activities the agency deems critical to national security or other high priorities (e.g. , national security professionals, skilled scientists). COs should also consider whether contracts that possess capabilities for addressing impending requirements such as security, logistics, or other function may be retooled for pandemic response consistent with the scope of the contract. A number of contract clauses may be helpful in managing COVID-19 issues as they arise. COs have the authority to make certain changes as necessary to the contract using the appropriate changes clause that applies to the contract (see FAR clauses 52.243-1 through 52.243-3 or clause 52.212-4(c)). If necessary, and generally after considering other alternatives, COs can suspend or stop performance through clause 52.242-14, Suspension of Work, and clause 52.242-15, Stop Work Order.

**Question:** Regarding the allowability of costs related to COVID-19, the guidance states: *“Before incurring any additional costs relating to COVID-19, partners must contact their AOR(s)/COR(s) and AO(s)/CO(s) for approval, when required.”* Since it says to contact USAID for approval, when required, what, if any, costs can be incurred without approval?

**USAID Response:** For those additional costs incurred as a result of COVID-19 that would have a significant impact on the budget, the partner must contact the CO/AO or COR/AOR. Approvals that are normally required under the existing terms and conditions of the contract must still be obtained by the contractor. Costs that are allowable, allocable and reasonable in



accordance with 2 CFR 200 and the terms of the award, and do not require prior approval may be incurred without such approval.

**Question:** Will USAID allow remote work for international staff and will evacuation and all related costs be allowable? Will this be agency wide guidance or a mission-by-mission decision?

**USAID Response:** International staff may telework (remote work) in accordance with the contractor's/recipient's personnel policies, and in coordination with the COR/AOR.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

If a Mission Director determines evacuation is necessary, USAID will reimburse a contractor for payments made to employees and authorized dependents evacuated from their post of assignment as if they were eligible to receive the benefits described in Chapter 600 of the Standardized Regulations (Government Civilians, Foreign Areas), and the Federal Travel Regulation, as from time to time amended.

COs will work with contractors regarding more specific allowability of costs for evacuation costs on a case-by-case basis in accordance with the above clause, as well as AIDAR 752.7028 Differential and Allowance.

**Question:** Since we plan to cancel or postpone most meetings, will there be any issues with billing USAID for "cancellation costs" for participant travel, hotels, venues, etc?

**USAID Response:** For contractors - At this time, USAID would like to emphasize that reasonable costs in relation to safety measures are generally allowable. USAID understands that, as a result of the outbreak, some of our contractors may incur additional implementation costs not originally envisioned, principally related to safety measures and the protection of staff. USAID will consider any additional proposed costs on a case-by-case basis, provided that such costs are "allowable, allocable, and reasonable." The standard for what is "reasonable" is what a prudent person would do under the circumstances that were prevailing at the time the

decision was made to incur the cost. See Section 31.201-3 of the Federal Acquisition Regulation.

For assistance awards USAID is exercising the additional flexibilities provided in OMB Memo M-20-17 to allow recipients who incur costs related to the cancellation of events, travel, or other activities necessary and reasonable for the performance of the award, or the pausing and restarting of grant funded activities due to the public health emergency, to charge these costs to their award without regard to 2 CFR § 200.403, *Factors affecting allowability of costs*, 2 CFR § 200.404, *Reasonable costs*, and 2 CFR § 200.405, *Allocable costs*. USAID will allow recipients to charge full cost of cancellation when the event, travel, or other activities are conducted under the auspices of the grant. Recipients should not assume additional funds will be available should the charging of cancellation or other fees result in a shortage of funds to eventually carry out the event or travel. The recipients must maintain appropriate records and cost documentation as required by 2 CFR § 200.302 - *Financial management* and 2 CFR § 200.333 - *Retention requirement of records*, to substantiate the charging of any cancellation or other fees related to interruption of operations or services. These exceptions are time limited and will be reassessed by OMB within 90 days of their Memo M-20-17 dated March 19, 2020. Recipients must contact their AO for guidance on specific costs. In no circumstance can costs exceed the amount obligated in the award. The agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award.

**Question:** If an NGO needs to suspend operations in whole or in part due to COVID-19, and some staff are no longer able to discharge their duties, can an implementing partner continue to pay such employees, even if they are not working?

**USAID Response:** USAID is exercising the additional flexibilities provided by OMB in their Memo M 20-17, to allow recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis to charge salaries and benefits to currently active USAID awards consistent with the recipients' policy of paying salaries (under unexpected or extraordinary circumstances) from all funding sources, Federal and non-Federal. USAID will allow other costs to be charged to the awards necessary to resume activities supported by the award, consistent with applicable Federal cost principles and the benefit to the program. Prior to incurring such costs recipients must notify the AO AOR of these costs. In no circumstance can costs exceed the amount obligated in the award. The agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award. Awarding agencies may also evaluate the grantee's ability to resume the project activity in the future and the appropriateness of future funding, as done under normal circumstances

based on subsequent progress reports and other communications with the grantee. The recipients must maintain appropriate records and cost documentation as required by 2 CFR § 200.302 - *Financial management* and 2 CFR § 200.333 - *Retention requirement of records* to substantiate the charging of any salaries and other project activities costs related to interruption of operations or services. These exceptions are time limited and will be reassessed by OMB within 90 days of their Memo M-20-17 dated March 19, 2020.

**Question:** Would USAID consider allowing contractors to grant additional sick leave and bill it to USAID for those who are unable to work after contracting COVID-19? Should Implementing Partners create a new leave type to track the leave we grant to employees so that we can get credit via our social security tax for the cost of these benefits?

**USAID Response:** Contractors may grant leave to its employees in accordance with the contractor's established personnel policies and procedures. Any changes must be reflected in the contractor's policies and procedures. The organization should account for any paid time off in accordance with their disclosed accounting practice. Contractors should pose any tax questions to their attorneys or accountants. At this time, USAID does not anticipate any blanket determinations regarding cost determination. Reasonable, allowable and allocable costs will be permitted. Costs incurred, that are out of the ordinary, should be justified and documented in writing - the circumstances that support the need for incurring each cost should be recorded, retained by the IP and submitted to the COR. Cost determinations will be made on a case-by-case basis.

**Questions:** Will projects be allowed to use funds to send expats or Third Country Nationals (TCN) home?

**USAID Response:** There are award provisions that address authorized and ordered departures and other emergency travel that can be issued by Missions, and that also provide for consideration of the allowability of such costs. As this time, please engage COs/AOs and CORs/AOR in the individual Missions directly.

**Question:** According to the USAID COVID-19 Guidance, "Before incurring any additional costs relating to COVID-19, partners must contact their AOR(s)/COR(s) and AO(s)/CO(s) for approval, when required." It is unclear what is meant by "when required"- only in cases of prior approval per 2 CFR 200, or in general related to COVID-19? Can USAID provide guidance on the "when required" line in the guidance?

**USAID Response:** Recipients who incur costs related to the cancellation of events, travel, or other activities necessary and reasonable for the performance of the award, or the pausing and

restarting of grant funded activities due to the public health emergency, may charge these costs to their award without regard to 2 CFR 200.403, Factors affecting allowability of costs, 2 CFR 200.404, Reasonable costs, and 2 CFR 200.405, Allocable costs. Reasonable costs in relation to safety measures are generally allowable. USAID understands that, as a result of the outbreak, some of our implementing partners might find themselves incurring additional implementation costs not originally envisioned, principally related to safety measures and the protection of staff. Prior to incurring such costs recipients must notify the AO and AOR of these costs. In no circumstance can costs exceed the amount obligated in the award. The agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award.

USAID will consider any additional proposed costs on a case-by-case basis, provided that such costs are allowable, allocable, and reasonable in accordance with the applicable cost principles.

Recipients must contact their cognizant Agreement Officer when they require any revisions of budget or program plans as a result of additional costs relating to COVID-19.

**Question:** The guidance provided states the following: *USAID will consider any additional proposed costs on a case-by-case basis, provided that such costs are “allowable, allocable, and reasonable.” To be allowable, costs must be allocable and reasonable: The standard for what is “reasonable” is what a prudent person would do under the circumstances that were prevailing at the time the decision was made to incur the cost. And later ... Before incurring any additional costs relating to COVID-19, partners must contact their AOR(s)/COR(s) and AO(s)/CO(s) for approval, when required: Please note that these costs are subject to audit.*

Questions:

- a. The two clauses could be viewed as contradictory. If an implementer under an assistance award is taking actions in accordance with its own policies, why would it need to seek approval from USAID? For example, it is our understanding that if our policy allows for the relocation or evacuation of staff for health and safety reasons, these costs are allowable and allocable as long as they are reasonable. Please confirm. Also, it is our understanding that if this is a temporary situation, a notification to USAID should suffice and that “approval” is not required. We are concerned that Missions will attempt to make decisions or withhold “approval” when in fact they do not have an employer/employee relationship with our staff and it is the organization that has a duty of care responsibility for its staff members.

**USAID Response:** Based on OMB Memo M-20-17, USAID may allow recipients who incur costs related to the cancellation of events, travel, or other activities necessary and reasonable for the performance of the award, or the pausing and restarting of grant funded activities due to the public health emergency, to charge these costs to their award without regard to 2 CFR § 200.403, Factors affecting allowability of costs, 2 CFR § 200.404, Reasonable costs, and 2 CFR § 200.405, Allocable costs. USAID may allow recipients to charge the full cost of cancellation when the event, travel, or other activities are conducted under the auspices of the award. Prior to incurring such costs recipients must notify the AO and AOR of these costs. Recipients should not assume additional funds will be available should the charging of cancellation or other fees result in a shortage of funds to eventually carry out the event or travel. Recipients must maintain appropriate records and cost documentation as required by 2 CFR § 200.302 - Financial management and 2 CFR § 200.333 - Retention requirement of records, to substantiate the charging of any cancellation or other fees related to interruption of operations or services. In no circumstance can costs exceed the amount obligated in the award. The agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award.

- b. The phrase “**ANY** [emphasis added] additional costs relating to COVID-19” must be approved by USAID is too broad and could be widely interpreted. For example, one mission may consider additional cleaning costs (Clorox wipes or enhanced cleaning services) as requiring approval. Why? Where is the value added in having missions approve additional costs of supplies?

**USAID Response:** For Assistance awards, only those costs that would generally require AO approval need to be submitted. Flexibility on prior approvals during the 90 period of the COVID-19 response has been addressed in OMB Memo M-20-17.

- c. The phrase “Before incurring any additional costs relating to COVID-19, partners must contact their AORs)/COR(s) and AO(s)/CO(s) for approval, **when required** [emphasis added]” does not provide criteria or instructions to determine when approval would in fact be required. More clarity is needed to ensure compliance with USAID’s guidance and to avoid overwhelming USAID and implementer staff with unnecessary and administratively burdensome requests.

**USAID Response:** For Assistance, the only criteria for approval are the requirements for prior approval are found in 2 CFR 200.308 and 2 CFR 200.407. See OMB Memo M-20-17 for flexibilities on prior approvals during the 90 period of the COVID-19 response.

For acquisition, requirements for approvals will be found in the terms and conditions of the contract award.

## 6. **AUTHORIZED DEPARTURES/EVACUATIONS**

**Question:** Would there be a scenario in the coming months where evacuated Implementing Partners staff are asked to return to the country while dependents under 21 years of age are unable to return?

**USAID Response:** This would depend on each Mission's determination on return to Mission and whether only the employee and/or EFM's are approved to return. AIDAR 752.7002 requires Mission Director approval the return of contractor employees and dependents when, in his/her discretion, he/she determines it is prudent to do so.

**Question:** Would USAID be open to waiver requests for dependents to accompany staff members should staff members be permitted back to Indonesia while the ordered evacuation is still effective?

**USAID Response:** AIDAR 752.7002 requires Mission Director approval the return of contractor employees and dependents when, in his/her discretion, he/she determines it is prudent to do so. There are no AIDAR waiver options available. See the additional FAQs regarding evacuation and return to post in this FAQ document.

**Question:** How will USAID inform its implementing partners (IPs) when it plans to authorize the return to post for our US/TCN staff who departed their posts due to COVID-19? How do IPs access plans issued by USAID/US Embassy authorizing the return of Expats/US Citizens to post? We want to be sure we stay up-to-date on expectations and guidance issued for our US/TCN staff to return to post.

**USAID Response:** The return of USAID's US and TCN staff who are teleworking during the evacuation will be post-specific. Contractors seeking post-specific details on the return to post of US and TCN staff should contact their CO/AO or the COR/AOR for post-specific return information. See AIDAR 752.7002 for requirements relating to return from evacuation and the requirement for Mission Director approval. Here is an excerpt from "AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the

Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. **The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.” [emphasis added].**

**Question:** Will global guidance for IPs be issued regarding the return of IP employees and family members evacuated under State Department's Global Authorized Departure (AD) Mission-authorized/Ordered Departures (ODs)? In many cases, the Global AD and individual ODs have different end dates.

**USAID Response:** If the MD's approval for evacuation specified an end date, the IP employees and family members must return by that date unless an extension is authorized by the Mission Director, as applicable. If no end date was specified, then Mission Directors will be required to notify IPs when they are expected to return. As stated in paragraph (j)(2) of AIDAR 752.7002 Travel and Transportation of the contract which discusses authorized evacuations, “The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.” Upon notification that the Mission Director has authorized such a return, contractor employees must return to the country and consult with the cognizant CO/COR if they have any concerns regarding such return.

**Question:** We are having quite a few issues where projects are closing out, but local emergency regulations prevent us from separating staff who should be terminated in the pre-existing closeout plan. This is particularly serious where *not separating* will push the contract over obligated cost or ceiling cost. This is an issue in Uganda, Ethiopia, and Senegal. With the likelihood of these emergency decrees potentially being extended, this may require additional funding or time for contracts and cooperative agreement to remain in compliance with the local law. What guidance can M/OAA offer?

**USAID Response:** Contractors and recipients facing this issue must consult with the cognizant AO/CO on a case-by-case basis. If the contractor/recipient believes that they will not have sufficient obligated funds or may exceed the TEC/total amount, they must immediately consult with the CO/AO to have the award modified to add funds and/or negotiate an increase to the TEC/total amount. In the absence of an award modification/amendment to add funds or increase the TEC/total amount, USAID will not reimburse the contractor/recipient for any costs that exceed the total obligated amount and/or the total estimated cost/total amount of the award.

**Question:** Will USAID pay for all lodging costs for Americans who want to go back to the US as part of the voluntary departure?

**USAID Response:** In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

If a Mission Director determines evacuation is necessary, USAID will reimburse a contractor for payments made to employees and authorized dependents evacuated from their post of assignment as if they were eligible to receive the benefits described in Chapter 600 of the Standardized Regulations (Government Civilians, Foreign Areas), and the Federal Travel Regulation, as from time to time amended.

COs will work with contractors regarding more specific allowability of costs for evacuation costs on a case-by-case basis in accordance with the above clause, as well as AIDAR 752.7028 Differential and Allowance.

**Question:** Is the recent [State Department Level Four Travel Advisory](#) warning all Americans to return home or shelter in place, sufficient justification for authorization of bringing American staff home? If they chose to remain but then become sick, what are the allowable costs? With this Advisory – shouldn't the USG just issue blanket voluntary departure authority? If a person evacuates at the contractor's discretion based on Level Four Advisory, do we have discretion at



some future point to bring him/her back, or can that only happen once the global Level 4 travel advisory is changed, or how does that work? In the event that staff who remained behind have to be evacuated by charter flights – what are the regulations related to allowable costs.

**USAID Response:** Based on the AIDAR clause 752.7002, only the Mission Director has the authority to authorize emergency and irregular travel. The MD can do so in instances where State Department has issued a Level Four Advisory. However, the determination has to be made by the MD at a Mission level. If individuals choose to remain and become sick, the allowable costs will be based on the contractors policies relating to such costs and the FAR cost principles and terms and conditions of the contract. The return of the contractor employees and dependents may also be authorized by the Mission Director when, at the MD's discretion, he/she determines it is prudent to do so. Based on these AIDAR requirements, only those costs for travel approved by the MD will be reimbursed.

**Question:** In addition to evac of US expatriates, it would be helpful to hear any guidance on allowable costs for evacuations of TCNs to their home country.

**USAID Response:** In accordance with AIDAR Clause 752-7002, following approval from the MD, emergency transportation costs and travel allowances while en route, as provided in this section will be reimbursed not to exceed amounts authorized by the Foreign Service Travel Regulations for USAID-direct hire employees in like circumstances for the costs of evacuation to the TCNs home country.

**Question:** In specific cases, evacuated U.S. citizens eligible for full allowances have been repatriated to the U.S. not necessarily to their original home of record. In these cases, if a contractor seeks and receives written Mission approval for this location, (e.g., Washington metro area) are temporary evacuation allowances fully allowable?

**USAID Response:** Contractor staff are eligible for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location.

**Question:** We are hearing that Missions are using different criteria regarding what constitutes the need to evacuate staff and families – pls share the guidance M/OAA is instructing Missions to use.

**USAID Response:** Evacuation is dependent on the circumstances in each country and/or mission. Emergency travel approval for contractors is the responsibility of the Mission Director in each country based on the relevant AIDAR clause.

**Question:** If a TCN's home country is closed – where do we send them? Will the agency cover travel to and housing costs here in USA?

**USAID Response:** If a TCN's home country is closed, the TCN should remain at the Mission. USAID will not reimburse the partner to send the TCN to the U.S. Coming to the U.S. will not help with health and safety as the U.S. is facing the COVID-19 virus too.

**Question:** Several of our consultants have been receiving post hardship differential as they have been at post for more than 42 days. AIDAR 752.7028 Differential and allowances, states "Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post." The DSSR 541 indicates "Once the initial eligibility period has been acquired, the hardship differential prescribed for the post may commence beginning on the 43<sup>rd</sup> day. After the initial eligibility period has been obtained, the service at the detail post(s) is deemed uninterrupted by travel of the employee to the United States, when such travel is for the convenience of the Government and does not exceed fourteen consecutive days." The DSSR Post Differential FAQ also verifies that any interruption of time spent at post would require the consultant to restart the 42-day clock to receive the post hardship differential when they return to post. Because of the Coronavirus we have had to evacuate these consultants to the US and they will be teleworking from home. Given the force majeure nature of the evacuation, is it possible for these consultants to resume receiving the post hardship differential allowance when they return to post?

**USAID Response:** If the individual is in the U.S., for more than fourteen consecutive days they need to restart the 42-day period to be entitled to post differential. Both conditions, for the convenience of the Government AND does not exceed fourteen consecutive days, must be met for the period to be considered uninterrupted.

**Question:** If an IP has a home of record (HOR) to return to there should be no per diem paid? If returning to HOR, are we allowing a 14 day hotel period for self isolation if needed? If they attest they do not have a HOR (and can't work from the safe haven as this is global). Where do we authorize them to work and do they get per diem throughout?

**USAID Response:** Contractors should follow the AIDAR clause for emergency travel and allowances, as well as their own policies to determine allowability for individuals who return to their home of record.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be

reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

COs will work with contractors regarding more specific allowability of costs for evacuation on a case-by-case basis in accordance with the above clause, as well as AIDAR 752.7028 Differential and Allowance.

Every individual has a home of record, which would be where they were recruited from at the time of the award, and if emergency travel is authorized by the MD and based on the contractors policies, the individual should telework from their HOR to the extent that their duties allow for telework.

**Question:** Are the costs associated with the **evacuation** of American citizens and TCN institutional contractors allowable under the subject contract?

**USAID Response:** Based on the existing AIDAR clauses listed below, Mission Directors can authorize departure and make evacuation costs allowable on a country-by-country basis.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

Contractors should contact the CO regarding allowability of evacuation costs on a case-by-case basis in accordance with the above clause as well as AIDAR 752.7028 Differential and Allowance.

**Question:** 41 CFR § 301-10.138(b) states that use of foreign air carrier service may be granted as follows:

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*“(2) When use of a foreign air carrier is required to avoid an unreasonable risk to your safety and is approved by your agency (e.g., terrorist threats), written approval of the use of foreign air carrier service based on an unreasonable risk to your safety must be approved by your agency on a case by case basis.”*

Given the speed of the rapidly evolving COVID-19 crisis, with borders closing hour-by-hour, decisions about how to move staff are critical and must be made in the moment. Would USAID consider issuing a 2-week blanket waiver to allow for the Fly America Act for Implementing Partners (IP), when use of a foreign air carrier is required, to avoid an unreasonable risk to the safety of our personnel (i.e. travel through a COVID-19 Level 3 or Level 4 countries)? Such options may also provide the most cost-effective solutions.

If not, could USAID please provide a template for waiver/exception requests that could help IPs provide all required information in a format preferred by USAID which could help expedite approvals?

**USAID Response:** We are not aware of any federal-wide revisions or exceptions to the Fly America Act at this time. Having said that, in accordance with FAR **52.247-63 Preference for U.S.-Flag Air Carriers**, contractors may choose to use a foreign-flag carrier and should document in the voucher the reason for using a foreign-flag carrier for the particular flight(s). See also FAR 47.403 **Guidelines for implementation of the Fly America Act** and FAR 47.403-3 for required documentation explaining why service by U.S.-flag air carriers were not available or why it was otherwise necessary to use foreign-flag air carriers. The Agency continues to review this matter and will provide any further updates on this as appropriate.

**Question:** We received communication from some Missions allowing the repatriation of the dependents of the expatriate staff prior to authorized or ordered departure announcement by the Chief of Mission? Can we have a similar flexible guidance for the expatriates themselves should they feel uncomfortable working in the host country. In other words, can we consider the current situation “reasons beyond the expatriate control” as stated in AIDAR 752.7002?

**USAID Response:** Based on existing AIDAR clauses in our awards with contractors, Mission Directors have the authority to authorize departure and make evacuation costs allowable on a country by country basis.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the

cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

COs should work with contractors regarding allowability of evacuation costs on a case-by-case basis in accordance with the above clause as well as AIDAR 752.7028 Differential and Allowance.

The determination has to be made at the Mission as the MD will have to make the determination based on the contractor's request for the departure of individuals at high risk from COVID-19.

**Question:** Considering the guidance indicates USAID's cost allowability will be viewed favorably when it is in-line with USAID's guidance, can USAID advise if the agency is considering evacuation/return of expats back to the US? Additionally, will these expats be working remotely from the US?

**USAID Response:** This will be handled at the Mission level based on approvals from the CoM and the Mission Director regarding evacuation.

**Question:** If the CO/CORs are not able to respond/non-responsive within a reasonable amount of time, can IPs move forward with actions such as staff evacuations/project implementation decisions, while otherwise observing all federal contracting rules as much as possible? Can we ensure that we can bill to the program so long as we ensure costs are allowable, allocable, and reasonable?

**USAID Response:** Costs associated with authorized evacuation that comply with the terms and conditions described below will be considered allowable.

If a Mission Director determines evacuation is necessary, USAID will reimburse a contractor for payments made to employees and authorized dependents evacuated from their post of assignment as if they were eligible to receive the benefits described in Chapter 600 of the Standardized Regulations (Government Civilians, Foreign Areas), and the Federal Travel Regulation, as from time to time amended.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team

(employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.”

**Question:** I'm not an U.S. citizen, but I hold a green card. What is my status if there is an evacuation and I work under a Contract or a grant or cooperative agreement (CA)?

**USAID Response:** Individuals who work for a contractor or recipient, whether U.S. citizen or green card holder, must consult with the contractor or recipient, who is their direct employer regarding the terms and conditions that apply to their specific employment or consultant agreement.

**Question:** Implementing Partners with staff and consultants on temporary duty (TDY) have been notified by select Missions to have those individuals leave the country as soon as possible. As those departure arrangements have been activated; however, some individuals are unable to return to their countries of origin due to border closing and others are being required to self-quarantine (this applies to non-US citizens returning to their home countries). To what extent will the associated unexpected travel and per diem costs be considered allowable? We have found the CORs and COs are unclear about what guidance should be provided.

**USAID Response:** At this time, USAID would like to emphasize that reasonable costs in relation to safety measures are generally allowable. USAID understands that, as a result of the outbreak, some of our implementing partners might find themselves incurring additional implementation costs not originally envisioned, principally related to safety measures and the protection of staff.

USAID will consider any additional proposed costs on a case-by-case basis, provided that such costs are “allowable, allocable, and reasonable.”

To be allowable, costs must be allocable and reasonable. The standard for what is "reasonable" is what a prudent person would do under the circumstances that were prevailing at the time the decision was made to incur the cost. See Section 31.201-3 of the Federal Acquisition Regulation.

COs/AOs will consider all justifications for expenses: They will be particularly inclined to view them as prudent, and thus reasonable and allowable, those expenses incurred based on U.S. Government actions or directives.

## **ORDERED EVACUATIONS FOR PERSONNEL WORKING FOR CONTRACTORS**

**Question:** I work for a contractor and I am an American citizen. Can the Ambassador order me to leave?

**USAID Response:** In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

However, the U.S. Ambassador has the right to direct the removal from a country of any U.S. citizen or discharge from the contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.

**Question:** I work for a contractor, but I am not an American citizen. Can the Ambassador order me to leave?

**USAID Response:** Individuals working under a contract must consult with the contractor who is their employer as it would depend on why the individual is being ordered to leave the country. Reimbursement of evacuation costs depends on the terms and conditions of each contract and the applicable cost principles.

**Question:** I am a TCN working under a contract. I understand that the USAID Mission Director can order me to leave Post. Would the contractor be reimbursed for my evacuation costs?

**USAID Response:** Individuals working under a contract must consult with the contractor who is their employer as it would depend on why the individual is being ordered to leave the

country. Reimbursement of evacuation costs depends on the terms and conditions of each contract and the applicable cost principles.

**Question:** I am an American citizen working under a contract. I understand that the Ambassador can order me to leave Post. Would the contractor be reimbursed for my evacuation costs?

**USAID Response:** Individuals working under a contract must consult with the contractor, who is their employer. Reimbursement of evacuation costs depends on the terms and conditions of each contract and the applicable cost principles.

**Question:** If there is a voluntary evacuation, will the contractor or grantee/CA organization be reimbursed by USAID?

**USAID Response:** For contractors only those costs associated with an authorized evacuation that comply with the terms and conditions described below will be considered allowable.

If a Mission Director determines evacuation is necessary, USAID will reimburse a contractor for payments made to employees and authorized dependents evacuated from their post of assignment as if they were eligible to receive the benefits described in Chapter 600 of the Standardized Regulations (Government Civilians, Foreign Areas), and the Federal Travel Regulation, as from time to time amended.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

For recipients, costs for evacuation will be covered if they are within the Recipient's standard policies, and are within the cost principles in 2 CFR 200 and the Standard Provision in the award, entitled "Travel and International Air Transportation."

## **ORDERED EVACUATIONS FOR GRANTEES AND COOPERATIVE AGREEMENT RECIPIENTS**



**Question:** I work under a grant/CA and am an American citizen. Can the Ambassador order me to leave the country?

**USAID Response:** The Ambassador does not authorize individuals to leave the country for evacuation purposes. All departures for people working under grants/Cs would be voluntary.

However, the grant/CA standard provision entitled "Regulations Governing Employees," or "Recipient and Employee Conduct", as applicable, the Ambassador can direct the removal of a U.S. citizen from a country, or the discharge from the award of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, it is in the interests of the United States.

**Question:** I work under a grant/CA and I am an American citizen. I understand the Ambassador can order my departure. Would the grantee be reimbursed for the costs of my evacuation?

**USAID Response:** Costs for evacuation will be covered if they are within the Recipient's standard policies, and are within the cost principles in 2 CFR 200 and the Standard Provision in the award, entitled "Travel and International Air Transportation."

**Question:** I work under a grant/CA and I am not an American citizen. Can the Ambassador order my departure?

**USAID Response:** The Ambassador does not authorize individuals to leave the country for evacuation purposes. All departures for people working under grants/CAs would be voluntary.

However, the grant/CA standard provision entitled "Regulations Governing Employees," or "Recipient and Employee Conduct", as applicable, the Ambassador can direct the removal of a U.S. citizen from a country, or the discharge from the award of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, it is in the interests of the United States.

**Question:** What costs for ordered evacuations are reimbursable under grants/CAs?

**USAID Response:** Authorized or ordered evacuations do not apply to grants/CAs, and, hence, all departures would be voluntary. Costs for evacuation will be covered if they are within the Recipient's standard policies, and are within the cost principles in 2 CFR 200 and the Standard Provision in the award, entitled "Travel and International Air Transportation."

## **7. TELEWORK AND LEAVE**

**Question:** Regarding allowable costs for transportation when working from home, our project has staff who are working from home while we all are away from the office but who are likely to be some of the last to return to the office as their commutes are long distances on types of public transportation that expose them to a high risk of infection. If they continue to work from home while the bulk of staff have returned to the office, can we provide them transportation a) from and to their homes to attend outside meetings with counterparts or others that need to be held in person? and b) from and to their homes to attend meetings/events in the office where their physical presence is required? Every effort would be taken to avoid such trips but it may be impossible to do everything remotely. If travel is needed, transportation could be provided by an office vehicle in most cases but might be by taxi or other lower risk form of transportation.

We understand that as a general rule home to office transportation support is not permitted in, for example, Indonesia but in the case where one is regularly working from home and thus home has become the new office, how does that affect this policy?

**USAID Response:** For issues related to travel and transportation costs under specific contracts please refer to the individual contract and, if applicable, AIDAR clause 752.7002, Travel and Transportation, specifically paragraph (c) local travel, which allows for reimbursement of official travel from the worksite to attend external meetings with counterparts; however, home to office transportation is not allowable. "Determination of reasonableness, allocability and allowability will be made by the contracting officer based on the applicable cost principles, the Contractor's established policies and procedures, USAID's established policies and procedures for USAID direct-hire employees, and the particular needs of the project being implemented by this contract." COs will work with contractors regarding the treatment of transportation costs on a case-by-case basis in accordance with these clauses.

**Question:** Does time away from post due to ordered departure/evacuation count against the time at post (boots on the ground) required for home leave?

**USAID Response:** Contractors must meet the requirements of AIDAR Clause 752.7031 Leave and Holidays to be eligible for home leave. This clause does not currently allow time spent during evacuations to be counted as time at post (boots on the ground) required for home leave.

**Question:** Does time away from post due to ordered departure/evacuation count against the time at post (boots on the ground) required for R&R?

**USAID Response:** Contractors are authorized R&R travel in accordance with AIDAR clause 752.7002, Travel and Transportation provided that such reimbursement does not exceed that authorized for USAID direct hire employees (see 3 FAM 3721.4), and provided further that no reimbursement will be made unless approval is given by the Contractor's Chief of Party.

**Question:** Since staff have been working from home since March and unable to go out and thus take their leave, would USAID consider a deviation to allow leave payouts above the amount allowed under AIDAR 752.7031?

**USAID Response:** Individuals working under a contract should consult with the contractor who is their employer to schedule leave days. There is nothing in AIDAR 752.7031 that proscribes an employee working from home from taking days off.

**Question:** Our US citizen staff overseas have the same benefits as our US employees, and those benefits are part of our Fringe pool. Do the FFCRA emergency leave benefits due to COVID-19 also apply to US citizens working overseas?

**USAID Response:** We recommend raising questions concerning FFCRA and its applicability with your legal counsel and accountants.

**Question:** For expatriate staff who have relocated to safe-havens/home of record, now that they are working remotely, do they observe the work week of the contract including observance of local holidays or do they follow and observe the calendar here in the U.S. or at their home of record?

**USAID Response:** Contractors must determine the work week for their employees based on their specific responsibilities and whether they need to follow the Mission work week or can be allowed to perform their work week based on their telework location. Ultimately, contractors and their employees have to perform the required hours based on the contract terms and conditions.

**Question:** If implementing partners were to adopt similar practices to us by giving their employees 10 hours of admin leave per week, could they bill us for 40 hours/individual?

**USAID Response:** Contractors may grant leave to its employees in accordance with the contractor's established personnel policies and procedures. Any changes must be reflected in the contractor's policies and procedures. The organization should account for any paid time off in accordance with their disclosed accounting practice. Costs associated with paid time off must be equitably allocated to all work, federal and non-federal. Generally, admin leave is not directly charged to a particular contract, but is part of a contractor's indirect costs. Any questions relating to NICRA should be directed to the Indirect Cost email we have established at [COVID19\\_IndirectCosts@usaid.gov](mailto:COVID19_IndirectCosts@usaid.gov). At this time, USAID has not made any blanket determinations regarding cost determination. Reasonable, allowable and allocable costs will be permitted. Costs incurred, that are out of the ordinary, should be justified and documented in writing - the circumstances that support the need for incurring each cost should be recorded, retained by the IP and submitted to the CO. Cost determinations will be made on a case-by-case basis.

If a contractor/recipient intends to amend their policies for excused absences, which relate to their indirect costs, this should be directed to the Indirect Cost email we have established at [COVID19\\_IndirectCosts@usaid.gov](mailto:COVID19_IndirectCosts@usaid.gov).

**Question:** Will USAID include contractors working for them on-site in DC as “essential” to enable them to travel to work in the event of future “shelter in place” restrictions. For example, contractors who cannot perform IT work remotely but must work on the actual hardware, etc.

**USAID Response:** This would be on a case-by-case basis as only those contractors who are considered “essential” staff will be authorized access, and not for the purpose of accessing the building because they are unable to telework.

**Question:** Do staff evacuated from overseas need a waiver or authorization to telework from the USA or their home country?

**USAID Response:** Contractors and Recipients must follow their organization's policies when authorizing employees to telework.

**Question:** Does the following guidance apply to Independent Service Contractors as well:

Excused Absence. Beginning with Pay Period 7, which starts on March 29, 2020, employees may request, and supervisors may approve, up to two hours per day, and up to five total hours per week, of Excused Absence for reasons related to the COVID-19 pandemic (such as dependent care). Excused Absence is an administratively authorized absence from duty without loss of pay or charge to leave. After the completion of Pay

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Period 6, supervisors may grant, on a case-by-case basis, retroactive requests to substitute Excused Absence for previously approved leave, within the limits mentioned above.

**USAID Response:** Employees of contractors must follow their employer's (the organization's) practices and policies relating to excused absences. The USAID Notice does not apply to such individuals. Costs associated with paid time off must be equitably allocated to all work, federal and non-federal. Pursuant to 2 CFR 200.431(b), organizations must have established written leave policies. Organizations should amend/revise their current policies for paid COVID-19 leave. If a contractor/recipient intends to amend their policies for excused absences, which relate to their indirect costs, this should be directed to the Indirect Cost email we have established at [COVID19\\_IndirectCosts@usaid.gov](mailto:COVID19_IndirectCosts@usaid.gov).

**Question:** Will the Agency issue a "relaxed guidance" allowing the repatriation of expatriate staff and have them work remotely (if it is technically doable) until the situation is clear? Can we pass the cost of repatriation to the award?

**USAID Response:** Only those costs associated with authorized evacuation that comply with the terms and conditions described below will be considered allowable.

If a Mission Director determines evacuation is necessary, USAID will reimburse a contractor for payments made to employees and authorized dependents evacuated from their post of assignment as if they were eligible to receive the benefits described in Chapter 600 of the Standardized Regulations (Government Civilians, Foreign Areas), and the Federal Travel Regulation, as from time to time amended.

In accordance with AIDAR 752.7002 Travel and Transportation, "When for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so."

**Question:** Does USAID plan to extend and allow teleworking for Cooperating Country Nationals (CCNs)/TCNs at the USAID's missions?

**USAID Response:** CCN personal services contractors and TCN personal services contractors may be authorized to telework in accordance with each individual Mission's policy.

**Question:** Is it correct that telework agreements are not required as contractor staff can be supervised remotely?

**USAID Response:** Personal Services Contractors (PSCs) and Employees of Institutional Support Contractor (ISC). To be able to telework, individual PSCs and ISC employees in Washington, D.C., must: (1) be deemed eligible; (2) be trained in telework; and, (3) have a current Telework Agreement approved by their supervisor or Contracting Officer's Representative (COR), as appropriate by type of contractor. Contractor staff must contact their Administrative Management Services (AMS) officer or COR, as applicable, to request an RSA token; the Office of the Chief Information Officer in the Bureau for Management (M/CIO) will notify the individual when the token is ready, which M/CIO can issue remotely.

The supervisors of PSCs may approve telework on a similar basis as needed for U.S. Direct Hire (USDH) employees, depending on the duties of the position.

ISC Employees. ISC employees who work on-site in USAID facilities in Washington, D.C. must contact their employer's Project Managers, if applicable, and the cognizant USAID Contracting Officers' Representative(s) (CORs) regarding eligibility for telework, and must follow their employer's policies on telework. ISCs must also consult with their Contracting Officer (CO) to ensure the telework approved is within the terms of their contract. If a contract currently does not provide for telework capabilities, the Agency encourages ISCs and COs to undertake action quickly to allow ISC employees to telework, with approval from the COR responsible for the day-to-day management of the award.

**Question:** USAID's COVID-19 Guidance does not address contracts requiring that staff work under the supervision of a USAID Direct Hire. Should contractors seek to establish telework agreements with their USAID Office?

**USAID Response:** Only Personal Services Contractors (PSCs) can be supervised by USAID Direct Hires. To be able to telework, individual PSCs must: (1) be deemed eligible; (2) be trained in telework; and, (3) have a current Telework Agreement approved by their supervisor. PSCs must contact their Administrative Management Services (AMS) officer to request an RSA token; the Office of the Chief Information Officer in the Bureau for Management (M/CIO) will notify the individual when the token is ready, which M/CIO can issue remotely.

**Question:** Is it correct that Implementing Partners have to provide 14 days of continuous leave to anyone meeting the definition. If I already provide paid leave, it seems I do not have to

provide a credit for additional leave if they already have paid leave that would cover them for 14 days. Is this correct? I think my obligation is to ensure that employees without sufficient leave balances have at least 14 days. Can you confirm?

**USAID Response:** Contractors and Recipients must follow their own leave policies and consider the maximum flexibilities within their policies for employee health and safety reasons.

**Question:** In the Families First Coronavirus Response Act one of the reasons that qualifies as emergency sick day is (ii) The individual is under quarantine (including self-imposed quarantine), at the instruction of a healthcare provider, employer, or a local, State, or Federal official, in order to prevent the spread of COVID–19. Would this apply to Federal contractors who are told they must telework but do not have the capability to, e.g., those working with classified information or those where the agency systems do not support telework? It seems it would qualify as instruction of an employer to quarantine by not coming to the office despite the fact that they cannot work from home.

**USAID Response:** Contractors are encouraged to speak with their CORs in instances where telework cannot be performed. They are further encouraged to consult with legal counsel on whether they are covered by the Act. Assuming the employer is covered by the Act, they are required to provide paid sick leave to an employee who is unable to work or telework because the employee is subject to federal, state, or local quarantine or isolation order related to COVID-19.

## 8. **AUDITS**

**Question:** USAID, OIG and DCAA all have audits that are at various stages. Would USAID consider suspending all audits (including submission of Management Responses) until such a time that the pandemic has receded?

**USAID Response:** USAID is exercising the additional flexibilities provided by OMB in their Memo M 20-17, to recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis. Recipients and subrecipients that have not yet filed their single audits with the Federal Audit Clearinghouse as of the date of the issuance of the OMB memorandum and that have fiscal year-ends through June 30, 2020, are allowed to delay the completion and submission of the Single Audit reporting package, as required under Subpart F of 2 CFR § 200.501-*Audit Requirements*, to six (6) months beyond the normal due date. This extension does not require individual recipients and subrecipients to seek approval for the extension by the cognizant or oversight agency for audit; however, recipients and subrecipients should maintain documentation of the reason for the delayed filing. Recipients and subrecipients

taking advantage of this extension would still qualify as a "low-risk auditee" under the criteria of 2 CFR § 200.520 (a)-*Criteria for a low-risk auditee*.

**Question:** From USAID a delay in opening new audits would be a help. These items are a major capacity drain even when we aren't also working remotely with staff at decreased capacity due to childcare or illness. Open audits are generally assigned and resourced.

**USAID Response:** New audits requested by USAID on external partners will be handled on a case by case basis. If you have a special need, please contact your USAID COR for specific information.

#### 9. OMB MEMO M-20-11 and M-20-17

**Question:** What was the underlying reason for USAID's March 27 revision of the March 20 guidance memo, which seems to walk back some of the flexibility in that first memo, specifically-No cost extensions were automatic in the 1st memo, but require case-by-case requests/approvals in the revision. This will require much more work by grantees and USAID alike. Why not stick with the blanket extension? Continuation of salaries and benefits appeared to be automatic in the 1st memo, but in the revision requires up-front notification. Will USAID disallow payments to staff who cannot discharge their duties due to COVID-19 for any dates prior to such notification? What is the reason for this extra step which again requires effort by grantees and USAID for each of myriad awards. Costs related to cancellations were seemingly automatic in the 1st memo and now appear to require prior approval. Is this a correct interpretation? Why the increased restrictions?

**USAID Response:** These revisions were made to meet Agency-specific needs. In terms of the extensions with no increase in the total program amount, the AOs must be able to exercise their judgment as to the appropriateness of the extension, and must also amend the award to allow payments to be made beyond the current completion date. In no circumstances can cost exceed the amount obligated in the award. The Agency will not reimburse any such costs. Partners must coordinate with COs and AOs to address any immediate questions. Recipients must maintain appropriate records and cost documentation as required by 2 CFR § 200.302 - Financial management and 2 CFR § 200.333 - Retention requirement of records, to substantiate the charging of these costs.

**Question:** According to the Memorandum authorizing COVID 19 flexibilities pursuant to OMB Memorandum M-20-17, date 27<sup>th</sup> March 2020, recipient may delay the



completion and the submission of the Single Audit reporting package. This is applicable, however, only to recipients which did not have yet filed their Single Audit with the Federal Audit Clearinghouse and whose fiscal year ends through June 30, 2020. So, our organization's fiscal year starts on January 1<sup>st</sup> and ends December 31<sup>st</sup>, does flexibility apply to us as we should submit within September 30, 2020 our 2019 Recipient Contracted Audit?

**USAID Response:** This flexibility applies to fiscal years ending anytime between 12/31/19 and 6/30/20.

**Question:** Given the references to 2 CFR 200 throughout the OMB and USAID Memos, is the intent to apply the guidance to PIO agreements, including cost type agreements, project contributions, or general contributions?

**USAID Response:** 2 CFR 200 does not apply to PIOs. Therefore, the flexibilities in the OMB Memos do not apply to PIO awards. PIO awards must follow the terms and conditions within the award, including the Standard Provisions.

**Question:** There is some confusion between the two memos issued on March 20.

The Memo for Assistance says that there is an automatic extension for all grants/co ags for 12 months, it also says that no notification of delays is necessary (2CFR200.328(d)(I)) and all the reports are extended by 3 months. Under FAQ under 3. Award administration (questions 1,2,3) the reference is made to CO/AOs (assuming assistance as well as contracts) and requirement to discuss all delays and extensions with them for approval.

The Assistance memo says that all approval requirements under 2 CFR 200.407 are waived, it includes all revision to program plans. This coincides with the no approval for changes per 2 CFR 200.328 (d)(I), but then the FAQ says all delays must be notified and coordinated with the AOs.

**USAID Response:** USAID waives the prior approval requirements as listed in 2 CFR 200.407 to allow recipients to effectively address the response. However, recipients must coordinate with AOs/AORs for these requirements. All costs charged to Federal awards must be consistent with Federal cost policy guidelines and the terms of the award, unless otherwise specified in the memorandum. In no circumstances can cost exceed the amount obligated in the award. The Agency will not reimburse any such costs. Recipients must ensure that all costs

associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award.

**Question:** In our understanding, according to the Memorandum authorizing COVID 19 flexibilities pursuant to OMB Memorandum M-20-17, date 27<sup>th</sup> March 2020, there is a waiver on costs that usually require prior written approval as listed in CFR 200.407. Do additional seeds and seedlings still require the approval from the AO as they are considered restricted commodities within our Award Agreement?

**USAID Response:** The Source/Nationality waiver in the Expedited Procedures Package (EPP) for Responding to Outbreaks of Contagious Infectious Diseases effective as of March 16, 2020 covers the 937 to 935 geographic code change; however, the waiver specifically notes that the ADS 312 restricted commodity approval requirement is still in effect.

**Question:** OMB Memo M-20-11 states in the third paragraph "*These exceptions are time limited and are only applicable for those awards that support the continued research and services necessary to carry out the emergency response related to COVID-19...*" However, federal award recipients who are not working on the emergency response are also being drastically impacted by COVID-19. Could USAID clarify their understanding of whether the applicability of the OMB memo has been or will be extended to such other award recipients?

**USAID Response:** OMB Memo M-20-11 allowed Federal agencies to grant class exceptions in instances where the agency has determined that the purpose of the Federal awards is to support the continued research and services necessary to carry out the emergency response related to COVID-19. The scope of the M-20-11 was narrowly crafted to provide flexibility to grant recipients performing essential research and services necessary to carry out the emergency response related to COVID-19.

With the issuance of OMB M-20-17, issued on March 19, 2020, Awarding agencies are now authorized to take certain actions, with respect to administrative provisions for "similar administrative relief listed in M-20-11 to an expanded scope of recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis."

**Question:** On Monday, March 9th, the Office of Management and Budget (OMB) issued Memorandum M-20-11 entitled "Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)" allowing

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“Federal agencies to grant class exceptions in instances where the agency has determined that the purpose of the Federal awards is to support continued research and services necessary to carry out the emergency response related to COVID-19.”

Is USAID considering to grant class exemption in regards to OMB issued memorandum M-20-11?

**USAID Response:** If the Agency identifies a need for such class exception to implement the flexibilities in OMB Memo M-20-11 we will pursue it. The scope of the M-20-11 was narrowly crafted to provide flexibility to grant recipients performing essential research and services necessary to carry out the emergency response related to COVID-19.

However, on Thursday, March 17th, the Office of Management and Budget (OMB) issued Memorandum M-20-17 entitled “Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) due to Loss of Operations.” This Memorandum extended administrative relief to recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis. USAID is exercising the flexibilities provided by OMB in its Memo M-20-17.

**Question:** The USAID guidance does not mention whether USAID is embracing the flexibilities outlined in OMB memorandum M-20-11. Will USAID be issuing further guidance or are implementers expected to request the flexibilities outlined in the memoranda from specific Agreement/Contracting Officers citing the OMB determinations?

**USAID Response:** The flexibilities in the OMB Memoranda 20-11 and M-20-17 only apply to assistance awards. The Agency will exercise the authority in M-20-11, as necessary, for emergency response awards related to COVID-19.

USAID is exercising the flexibilities provided in OMB Memo-20-17 to provide administrative relief to recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis.

These exceptions are time limited and will be reassessed by OMB within 90 days of the Memorandum dated March 19, 2020.

**Question:** Can USAID please clarify this statement: *“Awarding agencies are authorized to waive prior approval requirements as necessary to effectively address the response. All costs charged to Federal awards must be consistent with Federal cost policy guidelines and the terms of the award, except where specified in this memorandum.”* Does this mean that prior

approvals will no longer be requested and given? Should we consider that restricted items are no longer restricted? Please provide more information.

**USAID Response:** Prior approval requirement waivers. (2 CFR §200.407). Pursuant to OMB Memorandum M-20-17, approvals that are normally required under the existing terms and conditions of the award are waived to effectively address the response. All costs charged to the awards must be consistent with Federal cost policy guidelines and the terms of the award, except where specified in the OMB memorandum. These exceptions are time limited and will be reassessed by OMB within 90 days of the OMB Memo dated March 19, 2020. Prior to incurring such costs recipients must notify the AO and AOR of these costs. In no circumstance can costs exceed the amount obligated in the award. The agency will not reimburse any such costs. Recipients must ensure that all costs associated with any potential repatriation, termination and close-out costs are budgeted and available within the obligated amount of the award.

## 10. **INFORMATION TECHNOLOGY**

**Question:** Effective Period of the Deviation: in one location of the paragraph it states: Apr 3 to Jun 2, 2020 and further down it states 90 days. Clarify?

**USAID Response:** We have corrected this inconsistency and the date was revised to July 1, 2020.

**Question:** Overly Narrow Interpretation: Applies only to contractor-acquired IT and not grantee-acquired IT who are being implemented alongside each other

**USAID Response:** Under cost reimbursement awards, USAID retains title to all IT acquired and used by the contractor on our behalf. IT approval requirements do not normally apply to IT procured under grants or cooperative agreements (including grants under contracts), because it is inappropriate to procure IT for the Agency's use under assistance awards; the Agency does not retain title to the IT acquired by the grantee.

**Question:** Overly Narrow Interpretation: Only applies to telework and personnel safeguarding and not programs or those contracted to implement COVID-19 programs. Can the deviation be expanded?

**USAID Response:** At the present time, the CIO is only prepared to provide an exemption for limited IT purchases. If there are any delays in the approval process, we will revisit this with the CIO.

**Question:** Can we have a copy of the deviation? It is not posted with the AAPD 16-02 cited.

**USAID Response:** The deviation only contains the limited exception to the approval requirements in AAPD 16-02, the details of which were published in the FAQs dated April 3, 2020. All other requirements in AAPD 16-02 remain unchanged, except that no approval is required for urgent and critical contractor-acquired information technology (IT) necessary to support telework arrangements or other personnel safeguarding measures related to COVID-19 for contractor employees. Only those IT purchases made between April 3, 2020 and July 1, 2020 do not require approval; requirements for IT approval for all other IT, i.e., (programmatic IT) remain unchanged. Contractors acquiring IT without prior approval must: (1) Coordinate with the COR in writing to ensure that sufficient funds for the IT are currently available in the contract; and (2) Submit the list of all acquired IT (hardware and software) to the COR within 60 calendar days after purchase.

**Question:** When will the CIO rapid review of Zoom be completed?

**USAID Response:** M/CIO has completed its review and at this time, does not intend to approve Zoom for Agency-wide use. There are significant security concerns that prevent approval for Agency use of Zoom as a hosting mechanism for virtual meetings. However, there are sufficient standard tools for USAID staff to collaborate externally and M/CIO is focused on evaluating additional conferencing tools to meet the current Agency telework posture.

**Question:** When will the CIO pilot of Webex be completed?

**USAID Response:** The CIO's initial evaluation of Webex is scheduled to end mid-Summer. At that point, with the compilation of user feedback, Agency needs based on our status (telework or normal operations), and cost implications, M/CIO will make a determination on the longer term status of Webex as an official conferencing tool. For now, Agency staff are able to use this as an option to support their needs.

**Question:** Would USAID agree to temporarily suspend the M/CIO IT approval requirement as contained under the LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY clause that is included in many of our contracts? As more projects move to telework arrangements it is likely the unforeseen, but critical, IT software and equipment procurement

may be needed. As such, it will be critical that projects are able to immediately purchase such items.

**USAID Response:** USAID has approved a class deviation to the IT approval requirements in AAPD 16-02 (Revised) Special Contract Requirements for Facilities Access, Security, And Information Technology (IT) (Class Deviations M/OAA-DEV-FAR-18-2c and M/OAA-DEVAIDAR-18-2c). Specifically, the class deviation applies to the following special contract requirements in the AAPD: 1) Limitation on Acquisition of Information Technology (APRIL 2018); and 2) Information Technology Approval (APRIL 2018).

Effective for the period April 3, 2020 through July 1, 2020, no approval is required for urgent and critical contractor-acquired information technology (IT) necessary to support telework arrangements or other personnel safeguarding measures related to COVID-19 for contractor employees. Only those IT purchases made during this 90-day period do not require approval; requirements for IT approval for all other IT, i.e., (programmatic IT) remain unchanged. Contractors acquiring IT without prior approval must:

1. Coordinate with the COR in writing to ensure that sufficient funds for the IT are currently available in the contract;
2. Submit the list of all acquired IT (hardware and software) to the COR within 60 calendar days after purchase.

Contractors are reminded that no other terms and conditions are affected, including the FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment and 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.

**Question:** Can I use Zoom to host or join meetings?

**USAID Response:** Zoom is **not approved for Agency use**. This means that USAID staff are not authorized to download or set up/host, or utilize Zoom as a primary tool for remote meetings.

Currently, for remote meetings, users do have access to AIDConnect and Google Hangouts/Meet. M/CIO is currently piloting Webex, which has many of the same features as Zoom.

**Question:** Many organizations use WhatsApp to communicate. We understand that USAID prohibits the use of WhatsApp and many other electronic messaging apps, for security reasons. Is there a workaround for this situation?

**USAID Response:** The use of non-official Electronic Messaging (EM) systems (e.g., personal email accounts, WhatsApp, Facebook Messenger, Viber, Snapchat, etc.) to conduct official Agency business is **prohibited**. Such use not only compromises the Agency’s cybersecurity posture and ability to preserve and protect Agency records, but could potentially lead to the mismanagement of Agency records and/or the unauthorized disclosure of non-public information. There is no workaround for this situation.

However, in limited exceptional circumstances, the use of non-official EM systems may be necessary. If such use must occur, the individual creating, sending, or receiving the record from a non-official electronic messaging system must copy/forward all record content to an official USAID EM account within 20 days in accordance with the Federal Records Act (see [ADS Chapter 502.3.4](#)). If use of this exception is necessary, as best practice, courtesy copy your official USAID EM account at the same time, when possible. As with all official records (18 USC 2071), including EM, there are criminal penalties for the unlawful removal, defacing, alteration, alienation, or destruction of Federal records.

The table below (taken from [NARA Bulletin 2015-02](#) and expanded to include Agency-specific information) provides several examples of EM, but should not be considered a complete listing of all EM categories.

Category		Authorized	Notes
<b>Examples of Official EM Systems</b>	<ul style="list-style-type: none"> <li>● Google Email</li> <li>● Google Hangouts (Google Chat)</li> <li>● Text messages from government-furnished devices</li> <li>● MyUSAID</li> </ul>	<b>Yes</b>	Staff must use information systems for USAID business or limited personal use as specified in the Agency acceptable use policy (see <a href="#">ADS 545</a> and <a href="#">Acceptable Use Policy</a> ).

<p><b>Examples of Non-official EM Systems</b></p>	<ul style="list-style-type: none"> <li>● WhatsApp</li> <li>● Facebook Messenger</li> <li>● Signal</li> <li>● Confide</li> <li>● Viber</li> <li>● Non-official (personal &amp; private) email accounts and servers</li> <li>● Text messages from personal devices</li> <li>● Non-MyUSAID sites</li> </ul>	<p><b>No</b></p>	<p>The use of non-official EM systems is not permitted. However, in limited exceptional circumstances, the temporary use of non-official EM systems may be necessary.</p> <p>You must forward all messages created in the conduct of business within <b>20 days</b> (see <a href="#">ADS 502.3.4.6</a>).</p>
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**Q: Many of us don't have scanners at home, is there a workaround for this?**

**USAID Response:** Mobile-based apps are available from the Apple and Android app stores, and another option is to take a photo of the document you wish to “scan” and crop it to size, and save as a .pdf file. As with all Agency files, documents and emails, it is of critical importance that all the rules regarding privacy, records, and security are followed, regardless of the method that is employed.

## 11. UNSOLICITED PROPOSALS/APPLICATIONS

**Question:** Where can organizations submit unsolicited proposals related to COVID-19?

**USAID Response:** Please email your unsolicited applications/proposals to [COVID19\\_Concepts@usaid.gov](mailto:COVID19_Concepts@usaid.gov)

**Question:** Does USAID have a preferred format for submission of unsolicited proposals?

**USAID Response:** Interested parties should refer to this resource for helpful guidance: <https://www.usaid.gov/work-usaid/get-grant-or-contract/unsolicited-proposals>

**I6 Question:** Is USAID seeking initial concept papers presenting ideas or are they seeking full technical and cost proposals?



**USAID Response:** USAID is not actively seeking unsolicited applications/proposals, merely making the public aware that we can accept them. As such, please refer to the following guidance: <https://www.usaid.gov/work-usaid/get-grant-or-contract/unsolicited-proposals>

**Question:** What is the evaluation criteria USAID will use to assess unsolicited proposals?

**USAID Response:** USAID will use the following guidance to assess unsolicited applications/proposals: <https://www.usaid.gov/work-usaid/get-grant-or-contract/unsolicited-proposals>

**Question:** Does USAID have priority areas they are seeking to address through unsolicited proposals?

**USAID Response:** The Agency has no position on this. However, perhaps it would be helpful for partners to study this site to better understand the nature of the Agency's response: <https://www.usaid.gov/coronavirus/>

**Question:** Could USAID provide clarity as to the composition of the evaluation panel for unsolicited proposals? Specifically, will these proposals be evaluated by a central team in Washington, or allocated to technical bureaus and missions based on technical content and geographic scope?

**USAID Response:** USAID will evaluate unsolicited applications and proposals in accordance with the guidance located here: <https://www.usaid.gov/work-usaid/get-grant-or-contract/unsolicited-proposals>

**Question:** How will the unsolicited proposals that are selected be funded? Specifically, will funding for the COVID-19 efforts come out of any existing earmarks and therefore be subject to earmark requirements?

**USAID Response:** Unsolicited applications and proposals could be funded from a broad array of accounts.

## **12. PEPFAR AND USAID GUIDANCE**

**Question:** The Department of State (PEPFAR) issued 20 pages of significant changes to implementation of PEPFAR programs. They do not acknowledge the role of CO/AO or COR/AOR or when changes need to be formalized with prior approval or contract change. USAID's guidance is very specific and when formal approvals are required. Also, the PEPFAR

guidance does not acknowledge USAID's FAQs and vice versus and which take precedence. Can USAID clarify and include on its web site FAQs?

**USAID Response:** It is expected that PEPFAR will continue to distribute guidance in the context of implementation of technical work, but will not supersede or direct partners to violate any term or condition of a contract or award. Contractors and Recipients must continue to coordinate all award changes with the cognizant CO/AO.

**Question:** Regarding the question, can community testing for HIV continue? Any changes to guidance should be reviewed with the Chair/PPM and be in accordance with Chief of Mission directives.

This response omits any guidance from the USAID COR/AOR and CO/AO as covered under USAID's FAQs or when a formal contract change is required. Can USAID clarify?

**USAID Response:** The guidance M/OAA sends to COs and AOs related to PEPFAR implementation remains unchanged. As PEPFAR issues technical guidance, it is implicit within Agency processes that IPs work within the confines of their agreement and contract with their AOR/COR and AO/CO. Where activities proposed are outside of the confines of their awards, approval is required, and will be pursued in accordance with the terms and conditions of that award. When SGAC issues global guidance, it does not include instructions related to Agency processes for implementation.

**Question:** What about personal protective equipment? We are therefore asking teams to seek alternative sources at this time. Current financial commitments will be honored. This guidance seems to be overly broad approval. Is USAID aware of this commitment to honor these costs and agrees?

**USAID Response:** OGAC guidance language has since been updated. In addition, SGAC updates program guidance twice/weekly, posting these updates on <https://www.state.gov/pepfar/coronavirus/> scroll to "PEPFAR COVID-19 Resources", then the link there will be updated with the latest "PEPFAR Technical Guidance in Context of COVID-19 Pandemic." Within this document there is a section, titled "Supply Chain for Personal Protective Equipment (PPE)," where one can find latest SGAC guidance on PPE.

**Question:** March 20th Guidance. In consultation with host governments, PEPFAR Operating Units (OUs) have flexibility to determine how best to continue to serve clients with HIV prevention and treatment services in areas affected by COVID-19

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This guidance seems to conflict with other directions provided. Can USAID clarify?

This guidance seems overly broad approval and seems to put implementers at risk in decision-making and later allowable costs. Can USAID clarify?

**USAID Response:** In this document, S/GAC notes that the intent of these adaptations is to ensure that PLHIV get the care they need during the COVID-19 pandemic consistent with the PEPFAR Technical Guidance in Context of COVID-19; it is not to convert the PEPFAR program into a broad-scale COVID-19 support program, or to substantially change PEPFAR programming for the sole purpose of supporting a national COVID-19 response. The particular reference in the question has an associated FAQs attached, located [HERE](#).

Additionally, AOs/COs issued a letter at the beginning of April under subject “Global Guidance to PEPFAR IPs Regarding Flexibility During COVID-19” for PEPFAR awards where the guidance highlighted to our PEPFAR implementing partners *guard rails* by which IPs could operate in response to COVID-19 within PEPFAR programming, and further highlighted what could not be supported without a formal approval by the AO/CO.

**Question:** Implementing partners should evaluate staff and supply resources that normally support PEPFAR/HIV services but that may be necessary to support COVID-19 control and treatment activities, after discussion with the PEPFAR team. Any requests to utilize resources that support HIV services but also respond to COVID-19 cannot be undertaken by an implementing partner without first consulting Agency grants management officers and receiving written authorization to do so.

This guidance seems to conflict with other direction provided. Can USAID clarify?

Agencies at Post must, in turn, consult with the S/GAC Chair with copy to [SGAC\\_M&B@state.gov](mailto:SGAC_M&B@state.gov) ahead of granting approval for such activities. Is USAID aware of this requirement before granting any approvals?

**USAID Response:** It is unclear where the S/GAC guidance conflicts with USAID guidance under this particular question. It is correct that “Agency grants management officers” are the individuals that must provide a written authorization to implementing partners on leveraging existing resources used for HIV services to be used for response to COVID-19.

The process for granting approvals listed as S/GAC chair are in addition to the USAID standard process of requesting AOR/AO or COR/CO concurrence and written approvals. These processes are in tandem but not a replacement for one another.

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**Question:** *Budget Guidance. Please coordinate with your agency financial POCs for how to address any budget implications of implementing this guidance. This guidance seems to omit any consultations/approvals with the USAID AOR/COR and CO/AO and seeking formal contract changes.*

**USAID Response:** *This is a good place for clarification and has been updated in the current guidance to read: Please coordinate with your agency financial and agreement management POCs for how to address any budget implications of implementing this guidance.*