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# Acquisition & Assistance Policy Directive (AAPD)

From the Director, Office of Acquisition & Assistance  
Issued: **November 13, 2023**

## AAPD 21-05 **Revision 1**

### Revised and Expanded Fringe Benefits for U.S. Personal Services Contractors

Subject Category:	Personal Services Contracts
Type:	POLICY

AAPDs provide information of significance to all agency personnel and partners involved in the Acquisition and Assistance process. Information includes (but is not limited to): advance notification of changes in acquisition or assistance regulations; reminders; procedures; and general information. Also, AAPDs may be used to implement new requirements on short-notice, pending formal amendment of acquisition or assistance regulations.

AAPDs are EFFECTIVE AS OF THE ISSUED DATE **unless otherwise noted in the guidance below**; the directives remain in effect until this office issues a notice of cancellation.

This AAPD:  Is New  Replaces /  Amends AAPD 21-05

<p>Applicable to:</p> <p><input checked="" type="checkbox"/> Existing awards; <input checked="" type="checkbox"/> Modification required</p> <p><input type="checkbox"/> No later than</p> <p><input type="checkbox"/> As noted in guidance below*</p> <p><input checked="" type="checkbox"/> RFPs/RFAs issued on or after the effective date of this AAPD; all other Pending Awards, i.e., 8(a), sole source, IQC</p> <p><input checked="" type="checkbox"/> Other <b>See guidance in section II, "Required Action"</b></p>	<p>Precedes change to:</p> <p><input type="checkbox"/> FAR Part(s)</p> <p><input checked="" type="checkbox"/> AIDAR Part(s) <b>Appendix D</b></p> <p><input type="checkbox"/> USAID Automated Directives System (ADS) Chapter</p> <p><input type="checkbox"/> Other Code of Federal Regulations</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> No change to regulations</p>
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New Provision/Clause Provided Herein: If checked, scheduled update to GLAAS: **November 24, 2023**

/s/

Deborah Broderick, Acting

## **I. PURPOSE:**

This AAPD announces revisions to the AIDAR to authorize revised and expanded fringe benefits for U.S. personal services contractors (USPSCs), including paid parental leave (PPL) and a relocation expense benefit, as a matter of Agency policy. This AAPD was originally issued on November 23, 2021 for the deviation set to expire November 24, 2023. This Revision 1 is issued pursuant to approved deviation #**M/OAA-DEV-AIDAR-24-1c** that extends the applicability of the deviation, but with revisions to USPSC paid parental leave (PPL) rules, as explained below.

**This AAPD will take effect on November 24, 2023 through November 23, 2025**, or when final rulemaking or other Agency superseding policy becomes effective, whichever is earliest.

## **II. REQUIRED ACTION:**

Contracting officers (COs), including warranted EXOs, must insert the corresponding General Provision contract clauses (GPs) from AIDAR Appendix D, section 12, provided in **Attachment 1**, as described below:

### *1. Paid Parental Leave (PPL) Benefit*

- Incorporate AIDAR Appendix D, **GP 5** in all new solicitations and awards made on or after the **effective date of this AAPD**.
- For all existing USPSC awards, incorporate **GP 5** through a bilateral contract modification along with the next planned modification or earlier based on CO workload. If a USPSC has a need for PPL prior to the next planned contract modification, the USPSC may request the CO to modify the contract earlier. Please note that the CO must not approve PPL retroactively and the contractor will only be authorized PPL when the birth or placement of a child occurs on or after the effective date of the bilateral contract modification. For all existing awards, the USPSC must agree by the bilateral modification to extend the minimum written notice period for the USPSC to initiate termination of this contract under section 12, clause 16(b), from 15 days to 12-workweeks, equivalent to the 12-workweek mandatory period of performance obligation incurred for using paid parental leave, before PPL can be authorized.

### *2. Relocation Expense Benefit*

- Incorporate AIDAR Appendix D, **GP 30** in all new solicitations and awards made on or after the effective date of this AAPD, as appropriate in accordance with the prescription of the clause.

## **III. BACKGROUND:**

### *1. Paid Parental Leave (PPL) Benefit*

On October 1, 2021, the USAID Administrator (A/AID) approved, as a matter of Agency policy, the provision of a PPL benefit in connection with the birth of a child, or a new placement of a child for adoption or foster care, for which the USPSC assumes a parental role, similar to the PPL benefit provided by statute to certain categories of federal civilian employees.

On October 12, 2023, the A/AID approved additional policy clarification to establish: 1) PPL eligibility for USPSCs under contract for intermittent services; 2) the inapplicability of PPL to USPSCs under contract for one year or less; and 3) prorated PPL for USPSCs under part-time work schedules. Thus, depending on full or part-time work schedule status, eligible USPSCs may be granted up to 12 workweeks (as the term is used in Appendix D, section 12, clause 4) of PPL, reduced to a prorated maximum amount for work schedules that are less than full-time.

Therefore under this revised deviation, Appendix D, section 12, GP clause 5, “Leave and Holidays,” continues the prior update to paragraph (i)(3) on eligibility for family and medical leave (FML) based on prior federal service that also applies to PPL, and revises paragraph (j) on PPL to clarify eligibility and pro-rating as described above, with other clarifying edits.

## *2. Relocation Expense Benefit*

On October 14, 2020, the Acting A/AID exercised the Agency’s policy discretion to authorize the creation of a “relocation expense” benefit that mirrors applicable elements of the Foreign Service Officers’ transfer allowances. Accordingly, AIDAR Appendix D, section 12, “GPs,” is revised to add a new clause (GP 30) to provide the relocation expense fringe benefit for USPSCs contracted to perform services abroad.

The USPSC relocation expense benefit resembles two of the four portions of the Department of State Standardized Regulations (DSSR) Foreign Transfer Allowance, adapted appropriately to the PSC mechanism to provide: (1) the miscellaneous-expense portion; and (2), the pre-departure subsistence portion (similar to Sections 242.1 and 242.3 of the DSSR, respectively).

There are two contexts in which persons will be eligible for the two portions of the USAID USPSC relocation expense benefit:

1. an individual located in the U.S. who enters into a new contract for 12 consecutive months or more of continuous service abroad qualifies for both the miscellaneous and pre-departure subsistence expense portions (paragraphs (a) and (b) of the proposed regulatory text); and
2. a contractor currently performing services abroad as a USAID USPSC who undertakes a new, 12-month minimum USPSC contract for continuous service abroad at a different Mission immediately following their current contract qualifies only for the miscellaneous expense portion (paragraph (a)).

The relocation benefit is *not authorized* for USPSCs who are returning to the U.S. for a new USPSC contract with USAID.

## **IV. GUIDANCE:**

The revised AIDAR Appendix D GP clauses are included in **Attachment 1**. These revised GP clauses will also be available in GLAAS and in the [USPSC templates](#).

## **V. POINT OF CONTACT:**

COs must cite this AAPD when writing the [PSC Policy Mailbox](#).

**Attachment 1 – Regulatory Text - AIDAR Appendix D General Provision (GP) contract clauses  
Class Deviation No. M-OAA-DEV-AIDAR-24-1c**

*[Deviated text from the Code of Federal Regulations is indicated by yellow highlight]*

Title 48 of the Code of Federal Regulations (CFR) Chapter 7 USAID Acquisition Regulation (AIDAR), Appendix D--Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad

*12. General Provisions for a Contract With a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad*

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## **5. Leave and Holidays**

[Insert the following clause in all USPSC contracts.]

### **Leave and Holidays [Deviation (NOV 2023)]**

(a) *Annual Leave.* (1) The contractor may accrue annual leave at the rate specified in paragraph (a)(2) of this clause as follows:

(i) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is continuous for the contract period of performance, the contractor is entitled to accrue annual leave as of the start date of the contract.

(ii) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is not continuous during the contract period of performance, the contractor is entitled to accrue annual leave only for each instance of continuous performance of ninety (90) calendar days or more.

(iii) If the contract period of performance is less than ninety (90) calendar days, the contractor is not entitled to accrue annual leave.

(2) The rate at which the contractor will accrue annual leave is based on the contractor's time in service according to the table of this paragraph (a)(2). The accrual rates are based on a full-time, 80-hour biweekly pay period, which will be prorated if the contract provides for a shorter work schedule:

Time in Service	Annual Leave (AL) Accrual Rate
0 to 3 years	4 hours of leave for each 2-week period
over 3, and up to 15 years	6 hours of AL for each 2-week period (including 10 hours AL for the final pay period of a calendar year)
over 15 years	8 hours of AL for each 2-week period

(i) USAID will calculate the time in service based on all the previous service performed by the contractor as--:

(A) An individual personal services contractor with USAID for any duration covered by Sec.

636(a)(3) of the FAA or other statutory authority applicable to USAID; and/or

(B) A former U.S. Government (USG) direct-hire civilian employee; and/or

(C) An honorable active duty member of the uniformed services based on the definition in 5 U.S.C. 2101(3).

(ii) In addition to the information certified by the contractor in their Offeror Information form, the contracting officer may require the contractor to furnish copies of previously executed contracts, and/or other evidence of previous service (e.g. SF 50, DD Form 214 or 215) to conduct the due diligence necessary to verify creditable previous service.

(3) Annual Leave is provided under this contract primarily for the purposes of providing the contractor necessary rest and recreation during the period of performance. The contractor, in consultation with the Supervisor, must develop an annual leave schedule early in the period of performance, taking into consideration the requirements of the position, the contractor's preference, and other factors. The maximum amount of annual leave that the contractor can carry over from one leave year to the next is limited to 240 hours. The contractor's unused annual leave balance in excess of the 240 hour maximum at the end of the last pay period of each leave year will be forfeited, unless the requirements of the position precluded the contractor from taking such leave. The contractor may be authorized to restore annual leave for exceptional circumstances beyond the control of the contractor. The restoration of annual leave may be approved only by the USAID Administrator, cognizant Assistant Administrator or Head of an Independent Office reporting directly to the USAID Administrator, and cannot be delegated further. Annual leave restored must be scheduled and used no later than either the end of the leave year two years after either—

(i) The date fixed by the approving official as the termination date of the exigency of the public business or other reason beyond the contractor's control, which resulted in the forfeiture; or

(ii) The end of the contract, whichever is earlier.

(4) The contractor must use all accrued annual leave during the period of performance. At the end of the contract, the contractor will forfeit any unused annual leave except where the requirements of the position precluded the contractor from taking annual leave. In this case, the contracting officer may authorize the following:

(i) The contractor to take annual leave during the concluding weeks of the contract, not to exceed the period of performance; or

(ii) Payment of a lump-sum for annual leave not taken based on a signed, written determination and findings (D&F) from the contractor's supervisor. The D&F must set out the facts and circumstances that prevented the contractor from taking annual leave, and the contracting officer must find that the contractor did not cause, or have the ability to control, such facts and circumstances. This lump-sum payment must not exceed the number of days the contractor could have accrued during a twelve (12)-month period based on the contractor's accrual rate.

(5) The contractor may be granted advanced annual leave by the contracting officer when circumstances warrant. Advanced leave must be approved by the Mission Director, cognizant Assistant Administrator, or Head of an Independent Office reporting directly to the Administrator, as appropriate. In no case may the contracting officer grant advanced annual leave in excess of the amount the contractor can accrue in a twelve (12)-month period or over the life of the contract, whichever is less. At the end of the period of performance or at termination, the contractor must reimburse USAID for any outstanding balance of advanced annual leave provided to the contractor under the contract.



(b) *Sick Leave*. The contractor may use sick leave on the same basis and for the same purposes as USAID direct-hire employees. The contractor will accrue sick leave at a rate not to exceed four (4) hours every two (2) weeks for a maximum of thirteen (13) work-days per year based on a full-time, 80-hour biweekly pay period, and the rate of accrual will be prorated if the contract provides for a shorter work schedule. The contractor may carry over unused sick leave from year to year under the same contract, and to a new follow-on contract for the same work at the same place of performance. The contractor is not authorized to carry over sick leave to a new contract for a different position or at a different location. The contractor will not be compensated for unused sick leave at the completion of this contract.

(c) *Home Leave*. (1) The contractor may be granted home leave to be taken only in the U.S., its commonwealth, possessions, or territories, in one continuous period, under the following conditions:

(i) The contractor must complete twenty-four (24) continuous months of service abroad under this contract, and must not have taken more than thirty (30) workdays leave (annual, sick, or LWOP) in the U.S., its commonwealths, possessions, or territories. The required service abroad will include the actual days in orientation in the U.S. (excluding any language training), travel time by the most direct route, and actual days abroad beginning on the date of arrival in the cooperating country. Any annual and sick leave taken abroad, excluding leave without pay (LWOP), will count toward the period of service abroad. Any days of annual and sick leave taken in the U.S., its commonwealths, possessions, or territories will not be counted toward the required twenty-four (24) months of service abroad.

(ii) The contractor must agree to return immediately after completing home leave to continue

performance for an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved in writing by the Mission Director before the contractor departs on home leave.

(iii) If the contractor agrees to meet the conditions in paragraph (c)(1)(ii) of this clause above by returning to the same USAID Mission under this contract or a new contract, the contractor may be granted thirty (30) workdays of home leave.

(iv) If the contractor agrees to meet the continued performance conditions of paragraph (c)(1)(ii) of this clause and will be relocating to a different USAID Mission under a new USAID personal services contract immediately following the completion of home leave, the contractor may be granted twenty (20) workdays of home leave. USAID will provide the contractor these twenty days of home leave under this contract, not under the new contract.

(v) If home leave eligibility is based on paragraph (c)(1)(iv) of this clause, prior to departure on home leave, the contractor must submit to the contracting officer at the current Mission, a copy of the new contract with a special award condition in the contract Schedule indicating the contractor's obligation to fulfill the commitment for continued performance in accordance with paragraph (c)(1)(ii) of this clause.

(2) Notwithstanding the requirements in paragraph (c)(1) of this clause, the contractor may be granted advanced home leave subject to all of the following conditions:

(i) Granting of advanced home leave would serve in each case to advance the attainment of the objectives of this contract; and

(ii) The contractor has served at least eighteen (18) months abroad, as defined in paragraph (c)(4)

of this clause, at the same USAID Mission under this contract, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S.; and

(iii) The contractor agrees to return immediately to the same Mission to complete the time remaining to meet the twenty-four (24) month period of service required for home leave, which begins after the contractor returns from home leave, plus an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved by the Mission Director, under the current contract, or under a new contract for the same or similar services at the same Mission, before the contractor departs on home leave.

(3)(i) Home leave must be taken only in the U.S., its commonwealths, possessions, or territories. Any days spent in any other location will be charged to annual leave, or if the contractor does not have accrued annual leave to cover these days, the contractor will be placed on LWOP.

(ii) Travel time by the most direct route is authorized in addition to the home leave authorized under this “Leave and Holidays” clause. Salary during travel to and from the U.S. for home leave will be limited to the time required for travel by the most direct and expeditious route.

Additional home leave travel requirements are included in the “Travel and Transportation Expenses” clause of this contract.

(iii) Except for reasons beyond the contractor's control as determined by the contracting officer, the contractor must return abroad immediately after home leave to fulfill the additional required continued performance of services for any home leave provided under this contract, or else the contractor must reimburse USAID for the salary and benefits costs of home leave, travel and transportation, and any other payments related to home leave.

(iv) Unused home leave is not reimbursable under this contract.

(4) The contracting officer may authorize the contractor to spend no more than five (5) days in work status for consultation at USAID/Washington while on home leave in the U.S., before returning abroad. Consultation in excess of five (5) days or at locations other than USAID/Washington must be approved in advance by the Mission Director or the contracting officer.

(d) *Home Leave for Qualifying Posts.* (1) If the contractor ordinarily qualifies for home leave and has completed a 12-month period at one of the USAID qualifying Missions, as announced by the Department of State or USAID, the contractor is entitled to ten (10) workdays of home leave in addition to the home leave the contractor is normally entitled to in accordance with paragraph (c) of this “Leave and Holidays” clause.

(2) There is no requirement that an eligible contractor take this additional home leave for qualifying Missions; it is for use at the contractor’s option. If the contractor is eligible and elects to take such home leave, the contractor must take all ten (10) workdays at one time in the U.S. under the conditions described in paragraphs (c)(3) and (c)(4) of this clause. If the contractor is returning to the U.S. and not returning abroad to the same or different USAID Mission, the contractor is not eligible for home leave for qualifying Missions, and this paragraph (d) will not apply.

(e) *Holidays and Administrative Leave.* The contractor is entitled to all holidays and administrative leave granted by USAID to U.S. direct-hire employees as announced by the Agency or Mission.

(f) *Military Leave.* Military leave of not more than fifteen (15) calendar days in any calendar year may be granted to the contractor who is a reservist of the U.S. Armed Forces, provided that the military leave has been approved, in advance, by the contracting officer or the

Mission Director. A copy of the contractor's official orders and the contracting officer or Mission Director approval will be part of the contract file.

(g) *Leave Without Pay (LWOP)*. The contractor may be granted LWOP only with the written approval of the contracting officer or Mission Director, unless a such leave is requested for family and medical leave purposes under paragraph (i) of this clause.

(h) *Compensatory Time*. USAID may grant compensatory time off only with the written approval of the contracting officer or Mission Director in rare instances when it has been determined absolutely essential and consistent with the policies that apply to USAID U.S. direct-hire employees. The contractor may use earned compensatory time off in accordance with policies that apply to USAID direct-hire employees.

(i) *Family and Medical Leave*.

(1) USAID provides family and medical leave for eligible USPSCs working within the U.S., or any territories or possession of the U.S., in accordance with Title I of the Family and Medical Leave Act of 1993, as amended (FMLA), and as administered by the Department of Labor under 29 CFR 825. USAID also provides family and medical leave to eligible USPSCs working outside the U.S., or any territories or possession of the U.S., in accordance with this paragraph (i) outside the provisions of Title I of the FMLA as a matter of policy discretion.

(2) Family and medical leave only applies to USPSCs, not any other type of PSC.

(3) In accordance with [29 CFR 825.110](#), to be eligible for family and medical leave, the contractor must have--

(i) Been employed or under contract for at least twelve (12) months with a U.S. federal agency as a direct-hire or a personal services contractor; and

(ii) Performed at least 1,250 hours of service with a U.S. federal agency as a direct hire or a personal services contractor during the previous 12-month period immediately preceding the commencement of family and medical leave.

(4) In accordance with 29 CFR 825.200(a), and USAID's internal policies available in Automated Directive System Chapter 309 (ADS 309), an eligible contractor may take up to twelve (12) workweeks of leave under FMLA, Title I, in any 12-month period for the reasons specified in 29 CFR 825.112.

(5) In accordance with 29 CFR part 825.207, the contractor may take LWOP for family and medical leave purposes. However, the contractor may choose to substitute LWOP with accrued annual or sick leave earned under the terms of this contract. If the contractor does not choose to substitute accrued paid leave, the contracting officer, in consultation with the contractor's supervisor, may require the contractor to substitute accrued paid leave for LWOP. The contracting officer must obtain the required certifications for approval of family medical leave in accordance with USAID policy. The contractor must notify the contractor's Supervisor of the intent to substitute paid leave for LWOP prior to the date such paid leave commences. After having invoked the entitlement to family and medical leave and taking LWOP for that purpose, the contractor cannot retroactively substitute paid leave for the LWOP already taken under family and medical leave.

(6) Family medical leave is not authorized for any period beyond the completion date of this contract.

(7) When requesting family medical leave, the contractor must submit the relevant leave request in writing, including certifications and other supporting documents required by 29 CFR 825 and USAID policy in ADS 309.

(8) The U.S. Department of Labor's (DOL's) Wage and Hour Division (WHD) Publication 1420 explains the FMLA's provisions and provides information concerning procedures for filing complaints for violations of the Act.

*(j) Paid Parental Leave.*

(1) (i) The contracting officer must not authorize paid parental leave for a contract with a period of performance of one year or less with no option periods. If the contractor is eligible for family and medical leave in accordance with paragraph (i) "Family and Medical Leave" of this clause, then instead of family and medical leave, the contractor may be authorized to take paid parental leave as specified in this paragraph (j), similar to that provided to USAID direct-hire employees. When authorized to do so by the contracting officer, the contractor may elect to substitute paid parental leave for up to twelve (12) workweeks of family and medical leave, as specified in paragraph (i) of this clause. The contractor may take such paid parental leave after the occurrence of the birth or placement of a child which results in the contractor assuming and continuing a parental role with respect to the newly born or placed child in accordance with the requirements of this paragraph (j).

(ii) Paid parental leave is available to the contractor based on a full-time or part-time work schedule. Paid parental leave is converted to hours whereby if the contractor is on a full-time work schedule, the hours equivalent to 12 workweeks is a maximum of 480 hours. If the contractor is on a part-time schedule, the hours equivalent to 12 workweeks is prorated and derived by multiplying six (6) times the number of hours in the contractor's work schedule over a biweekly pay period. For example, if the contractor's part-time work schedule consists of 40 hours in a biweekly pay period, the maximum amount of paid parental leave would be 240 hours.

(2) Paid parental leave may be taken intermittently or on a reduced leave schedule, subject to the mutual agreement of the contractor and their supervisor. Paid parental leave must be used no later than the end of the 12-month period beginning on the date of the birth or placement involved. At the end of that 12-month period, any unused balance of paid parental leave expires and is not available for future use. No payment will be made for unused or expired paid parental leave. Paid parental leave is not annual leave, and thus will not be included in any lump-sum payment for annual leave following completion or termination of the contract.

(3) To establish the contractor's eligibility for paid parental leave, the contracting officer will require the contractor to provide documentation of entitlement and a signed certification.

(i) The appropriate documentation of entitlement may include, but is not limited to, a birth certificate or a document from an adoption or foster care agency regarding the placement to show that the contractor's use of paid parental leave is directly connected with the birth or placement of a child.

(ii) By signing the certification, the contractor is attesting that the paid parental leave is being taken by the contractor in connection with the documented birth or placement, and that the contractor has a continuing parental role with respect to the newly born or placed child.

(iii) The contracting officer will require the contractor to provide the documentation and certification required under this paragraph (j)(3) in accordance with USAID's internal policies available in ADS 309.

(4) (i) The contractor may not use any paid parental leave unless the contractor agrees in writing, before commencement of the leave, to return immediately after completing paid parental leave to continue performance under this contract for at least 12 workweeks. This 12-workweek mandatory performance obligation begins on the contractor's first scheduled workday after the



contractor concludes taking paid parental leave, whether taken consecutively or intermittently. The contractor's mandatory performance obligation is fixed at 12 workweeks regardless of the amount of leave used by the contractor.

(ii) Any paid parental leave taken by the contractor, as well as the contractor's 12-workweek mandatory performance obligation, must be completed by the end of the contract period of performance, subject to paragraph (j)(5) of this clause. For purposes of paid parental leave, if this contract includes option periods, the end of the contract period of performance includes all option periods, even if the options are not yet exercised, unless the contracting officer has already determined that the remaining option period(s) will not be exercised. Due to the contractor's 12-workweek mandatory performance obligation, the contracting officer will not authorize any paid parental leave in the last 12 workweeks before the end of the contract period of performance. In the last 24 workweeks before the end of the contract period of performance, the contracting officer will only authorize the amount of paid parental leave that can be taken before the contractor's 12-workweek mandatory performance obligations begins. This will allow time for the contractor to comply with the 12-workweek mandatory performance obligation.

(iii) If the contractor is eligible for paid parental leave, but is physically or mentally incapable of entering into the mandatory performance obligation agreement before the period of leave, such leave may be temporarily authorized or retroactively invoked upon return to duty, subject to a determination that, in the Agency's judgment, the contractor was incapable of entering into such agreement in accordance with the requirements of this paragraph (j)(4) at the time of the commencement of the leave entitlement.

(5) (i) If, during the period of paid parental leave or of the contractor's 12-workweek mandatory performance obligation, the contractor learns, or decides, they will not be able or willing to

complete the performance obligation, the contractor must notify their supervisor and contracting officer of the situation as soon as possible. After receiving such notice, the contracting officer will coordinate with the supervisor to determine whether reimbursement is required in accordance with this paragraph (j)(5).

(ii) If the contractor fails to return to work to fulfill the contractor's 12-workweek mandatory performance obligation, the Agency will require reimbursement from the contractor of an amount equal to the total amount of the Government contributions paid by the Agency to or on behalf of the contractor to maintain the contractor's health insurance coverage during the period of paid parental leave.

(iii) The contracting officer may waive the reimbursement requirement of this paragraph (j)(5) if the contractor is unable to fulfill the 12-workweek mandatory performance obligation for any of the following reasons:

(A) In the Agency's judgment, the contractor is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health) of the contractor or the newly born or placed child—but only if the condition is related to the applicable birth or placement; or

(B) in the Agency's judgment, the contractor is unable to return to work due to circumstances beyond the contractor's control that precludes performance under the contract; or

(C) the contracting officer terminates the contract for convenience in accordance with the clause entitled "Termination", or does not exercise any option period.

(k) *Leave Records.* The contractor must maintain their current leave records and make them available as requested by the Mission Director or the contracting officer.

[END OF CLAUSE]

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### **30. Relocation Expense Benefit**

**[Insert the following clause in contracts with USPSCs based abroad except Resident Hire USPSCs.]**

#### **Relocation Expense Benefit [Deviation (NOV 2021)]**

If the contractor's period of performance abroad is for twelve consecutive months or more, USAID may provide a one-time payment to assist the contractor with extraordinary relocation expenses as follows:

(a) A contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to an overseas post; or a personal services contractor relocating immediately from a prior USAID overseas post to the USAID overseas post under this contract, may receive a miscellaneous relocation expense payment of—

(1) \$750 or the equivalent of one week's pay, whichever is the lesser amount, if the contractor is unaccompanied; or

(2) \$1,500 or the equivalent of two weeks' pay, whichever is the lesser amount, if the contractor is accompanied with eligible family members.

(b) In addition, a contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to the cooperating country pursuant to this personal services contract may receive a pre-departure subsistence expense reimbursement for the contractor and each eligible family member for up to 10 days before final departure to the cooperating country abroad, beginning not more than 30 days after the contractor has vacated their residence, using the following partial flat rate method:

(1) an actual lodging amount (excluding lodging tax) up to the lodging portion of the per diem of the U.S. locality of the contractor's legal place of residence, and a flat amount equal to the meal and incidental expense (M&IE) portion of the per diem according to the formula below. In addition, the contractor may be reimbursed separately for taxes imposed on actual lodging expenses, if any. Receipts are required only for lodging.

(2) For the initial occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(3) For each additional occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of 75% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 75% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(4) For each accompanying eligible family member occupant under age 12, a daily lodging amount not in excess of 50% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 50% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(5) A contractor and any accompanying eligible family member relocating from a place other than the U.S., its commonwealth, possessions or territories to the cooperating country, will not be eligible for the pre-departure subsistence expense portion of the relocation expenses.

(6) Expenses of local transportation are not allowable.

(c) The contractor must obtain approval for what is authorized in paragraphs (a) and (b) of this clause in the Travel Authorization (TA) issued by USAID to the contractor, in accordance with the Travel and Transportation Expenses clause. The contractor must claim reimbursement under the TA only after the contractor and all accompanying eligible family members, if any, have arrived in the cooperating country.

(d) If the contractor does not complete twelve consecutive months in the cooperating country, except for reasons beyond the contractor's control, the contractor will be liable to reimburse USAID for the amount of the relocation expense benefit received.

[END OF CLAUSE]

[END DEVIATED TEXT]