



USAID PROCUREMENT EXECUTIVE

PROCUREMENT EXECUTIVE'S BULLETIN (PEB) NO. 19-02

SUBJECT: New Performance Based Requirements for President's Emergency Plan for AIDS Relief (PEPFAR) Awards

1. Scope:

This Bulletin applies to all USAID Contracting Officers (COs) and Agreement Officers (AOs) managing PEPFAR-funded awards.

2. Purpose:

This guidance is being sent out to all Contracting/Agreement Officers (CO/AOs). It applies to all new and existing contracts, grants, and cooperative agreements (A&A awards) with PEPFAR funding that are active on or after October 1, 2019. All COs/AOs must review this guidance. This PEB includes required language for both Acquisition and Assistance mechanisms, in Tab A.

Each CO/AO is required to complete modifications to all A&A awards with PEPFAR funding, which will be active on or after October 1, 2019, at your earliest opportunity to be in effect during performance in FY2020, but **no later than October 31, 2019**. The use of the Implementing Partner Notices (IPN) portal will not work efficiently to make these modifications since many of the awards do not have the same format. These required modifications are to:

(A) **Add High Frequency Technical Data Reporting** - for awards that include reporting on one or more of the following seven indicators:

- HTS_TST
- HTS_TST_POS
- TX_NEW
- VMMC_CIRC
- PrEP_NEW
- TX_CURR
- MMD (custom indicator)

For a list of current awards with required HFR reporting, see [here](#).

(B) **Change the due date of the draft Annual Work/Implementation Plan** to May 1 of each year, starting May 1, 2020 and onward; and

(C) **Incorporate greater performance accountability** (as provided below).

Note that these changes may have a cost impact, which must be accounted for in the modification/award. Any new PEPFAR A&A awards must also include these three elements.

3. Background:

PEPFAR focuses on using data-driven approaches to pivot the programs as needed, (e.g. change in geographic focus or a different target population) to best control the HIV/AIDS epidemic. The Office of the Global AIDS Coordinator (OGAC) sets annual performance targets and benchmarks for implementing mechanisms in each Country Operational Plan (COP). OGAC bases project success on whether an implementing mechanism meets or exceeds these targets and whether the implementing mechanism stays within the COP budget set forth that year.

USAID must hold contractors and recipients accountable for their respective targets and benchmarks. Targets and benchmarks must be linked to award performance to ensure effective performance management among USAID and the recipient/vendor, so that any corrective action is immediately undertaken, and/or the award is revised, terminated, and/or partially terminated if an implementing partner (IP) is not performing. Progress towards the annual targets and benchmarks is reviewed during the quarterly PEPFAR Oversight and Accountability Response Team (POART) calls, which track implementing mechanism progress against their respective goals. The COP19 approval memos issued by OGAC stated that “any partner found not to be on track to achieve 80% of its approved targets or outcomes by the end of the second quarter must be placed on an improvement plan and with clear benchmarks to measure improvement.”

To ensure that PEPFAR A&A awards are meeting their targets and benchmarks, the inclusion of the attached language in applicable PEPFAR A&A awards will help USAID take a data-driven, performance-based approach to providing HIV services in accordance with the current UNAIDS goal of 90-90-90.¹

4. Required Modifications

(A) High Frequency Reporting - Due to the importance of tracking progress towards meeting targets, quarterly reporting is no longer sufficient to monitor progress towards reaching epidemic control. Therefore, GH/OHA, in coordination with OGAC, is mandating that all PEPFAR activities move to monthly reporting on selected MER indicators. Under assistance, this requirement is allowable per [2 CFR 200.328 \(b\)\(1\)](#) “in unusual circumstances” when more frequent than quarterly reporting is necessary for the effective monitoring and implementation of program outcomes. In acquisition, any timeline required by USAID is enforceable as long as it is stated clearly in the appropriate section of the contract such as Section F - Deliverables. For existing A&A awards, this will require a bilateral modification or amendment for acquisition and assistance, respectively. The modification or amendment may require an equitable adjustment to

¹ 90-90-90 represents the goal that, by 2020, 90% of people living with HIV will know their status, 90% of all people diagnosed with an HIV infection will receive sustained antiretroviral (ARV) therapy, and 90% of all people receiving ARV therapy will have viral suppression.

the contract, or a budget realignment under the assistance instrument. Note that this language must also be placed in all new A&A awards that will be reporting on the HFR indicators.

(B) Annual Work/Implementation Plans - OGAC is requiring that all PEPFAR-funded A&A awards be amended² so that draft implementation plans are due in May and final plans due in September. For existing A&A awards, this will require a bilateral modification or amendment for both acquisition and assistance, respectively. Changing the deadlines so that all PEPFAR-funded A&A awards are on the same OGAC COP planning cycle will allow for a streamlined and effective method for Mission planning purposes.

(C) Performance Accountability - To ensure USAID is implementing PEPFAR dollars efficiently, COs/AOs must insert at least one of the performance elements stated below (e.g. Option Years, Incentive Fee, etc.) in all PEPFAR A&A awards to notify implementing partners that failure to make progress or meet targets and benchmarks may lead to revisions to the award, including instituting a Corrective Action Plan (CAP), or may result in a partial or full termination.

Corrective Action Plan (CAP):

Communicating Performance Expectations

Corrective Actions Plans (CAP) may be used when an implementing partner does not demonstrate sufficient achievement against one or more indicator or benchmark in their A&A Award for a given reporting period (e.g., quarterly, semi-annually, or annually, depending on the target or benchmark) and when there appears to be potential for improvement. For awards with care and treatment targets, performance expectations as they relate to CAPs should be communicated to implementing partners. While the expectation is that IPs aim to achieve or exceed all of their targets, not all performance below 100% achievement will warrant a CAP. In an effort to standardize levels under which a CAP would be triggered for partners implementing care and treatment programs, AO/CO should work with technical teams to develop two criteria. The first criteria is a global standard of a minimum achievement of 80% of TX_CURR (at the Annual Reporting Period), under which a CAP will be required. The second criteria is a composite indicator that weighs other care and treatment indicators, as determined in collaboration with technical teams. See [here](#) for a template to assist with developing the composite indicator. For partners reporting against Care and Treatment (C&T) targets, a letter should be sent to each IP by the AO/CO at the beginning of the COP year to clarify performance expectations. (See [here](#) for template letter to C&T IPs). For all other awards, partners should reference targets in DATIM and demonstrate at least 80% achievement.

Communicating required Corrective Actions

If a partner implementing a care and treatment program fails to meet the criteria set by the CO/AO and technical teams (see [here](#)), the AO/CO will immediately, in collaboration with the COR/AOR and partner, develop a CAP, which will provide guidance to the partner on necessary activities and the timeline within which the partner must demonstrate improved performance. A

² The changing deadlines for Annual Implementation Plans will apply to both assistance and acquisition awards. Guidance is forthcoming for COs and AOs, as well as CORs and AORs, regarding this new requirement.

CAP should identify the hurdles that are inhibiting the partner from meeting targets and provide a plan to overcome barriers, including any required capacity building and increased oversight by USAID. Note that some hurdles may be outside of the IP's control, and therefore, USAID may need to address factors beyond the award to help remove the hurdles. CAPs may require negotiation of award revisions to include performance-based elements. The CAP should include a plan for a specific time period (for example, six months) and provide specific elements and timeframes for those elements to be achieved. Note that for contracts, the CAP will follow FAR requirements for cure notices. A CAP template for assistance can be found [here](#). In the case of acquisition, the CO should change the applicable language to apply to contracting.

The COR/AOR must provide the IP a reasonable amount of time to comply with the terms under the CAP. An IP must be given a period of at least three months from the date of the CAP to correct their performance, but more time may be appropriate, depending on the factors at issue. For instance, when factors bearing on performance are outside of the IP's control, additional time may be required. During this time frame, CO/AOs and COR/AORs should be coordinating and frequently communicating with OHA and OGAC.

Termination: If the IP continues to fail to perform under a CAP, or if the IP is failing to perform and there is no reasonable expectation that a CAP will help achieve successful performance, USAID may terminate the partner in accordance with applicable regulations under acquisition or assistance. For instance, AOs may terminate assistance awards in accordance with Remedies for Noncompliance in 2 CFR 200.339 or the terms of the award for non-U.S. non-governmental organizations, while COs may terminate under Federal Acquisition Regulation (FAR) Subpart 49.4 Termination for Default. Sample language for termination pursuant to the FAR can be found in FAR 49.601. A decision to terminate must be supported by a determination that the benefits of a termination outweigh the costs (e.g. terminating leases, severance payments) and risks of a termination, as well as that there is a plan to shift the funding and targets from the termination award to another performing award or a new award. The CO/AO may use one of the attached templates for a sample termination letter³ to terminate--all or in part--the award. Before a decision is made to terminate a partner, USAID/Washington's Office of HIV/AIDS should be consulted.

Additional tools: In addition, COs/AOs should consider additional tools to ensure performance accountability for existing and new awards.

AOs must consider whether a partner is on track to meet targets prior to obligating the next increment of funding. The AO should add award language that would specifically tie future obligations to successfully meeting targets, for example, "Additional funds, up to the amount of the cooperative agreement shown above, may be obligated by USAID, subject to availability of funds, when the recipient achieves at least 80 percent of key COP targets identified and agreed to in the approved annual implementation plan, and where the activity has continued relevance to USAID programs and Mission objectives." If the partner is not on track to meet targets, USAID

³ A sample termination template for assistance can be found [here](#). In the case of acquisition, the CO should change the applicable language to apply to contracting.

could discontinue the award by deciding not to obligate the next tranche of funding or implement a CAP, if there is an expectation that a CAP will help the partner achieve success.

5. Performance Based Requirements

In the design of new PEPFAR A&A awards and when appropriate opportunities arise to amend/modify existing PEPFAR A&A awards, incorporating performance-based elements is required to ensure that the targets and benchmarks set in the Country Operational Plans are met. CO/AOs are required to work in conjunction with their technical colleagues to incorporate enhanced performance tools into PEPFAR awards. There are a variety of performance-based tools to enhance and incentivize partner performance under A&A awards. The applicable tools include incentive and award fee contracts, fixed amount or fixed price awards, renewal grants, option years, and enhanced substantial involvement. CO/AOs must consider one or more of these techniques as appropriate moving forward.

For additional information on Performance-Based Requirements and Performance-Based Tools, see:

- [Performance Based Acquisition](#)
- [Seven Steps to Performance-Based Services Acquisition](#)
- [Best Practices for Performance-Based Contracting](#)
- [A Guide for Writing and Administering Performance Statements of Work for Service Contracts](#)
- [Guidebook for Performance-Based Services Acquisition](#)
- [Steps to Performance-based Acquisition](#)

Examples of Tools to Incentivize Performance under Assistance

Under assistance awards, partners are entitled to receive payment for their reasonable, allowable, and allocable costs but cannot earn or keep any profit resulting from an assistance award. Therefore, unlike contracts, USAID cannot motivate performance with the promise of an increased profit or fee. In order to create incentives for assistance partners to achieve certain targets, USAID may base payment on meeting those targets (fixed amount awards) or make continued financing contingent on meeting those targets. We can accomplish the latter by including terms in the award allowing USAID to revise or opt not to continue an award based on performance to date. We can also include increased substantial involvement to allow USAID greater visibility and oversight into the partner's performance. Furthermore, upcoming revisions to the “Substantial Involvement” provisions of ADS 303 will provide AORs greater flexibility and enhanced capability in managing awards consistent with the needs of the program.

For additional information on tools to incentivize performance under assistance, see [Guide to Opportunities for Improving Grant Accountability](#).

Fixed Amount Awards (FAA):

The regulations include a fixed amount award for assistance, where “the project scope is specific and if adequate cost, historical, or unit pricing data is available to establish a fixed amount award based on a reasonable estimate of actual cost.” 2 CFR 200 201(b). In such cases, USAID can enter into an assistance award and base payments on milestones or targets.

FAAs must include specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment (2 CFR Part 210).

The partner is only paid if it meets targets/milestones, therefore shifting performance risk to the partner. The partner must have the capital required to perform prior to payment. Payments for initial milestones and a sliding scale of targets/milestones can alleviate some of that risk. The partner takes the risk that it will cost more to meet the targets. While USAID only pays for targets achieved, USAID risks that the cost was set too high and it overpays based on performance realities, or that the partner is unable to perform.

Renewal Awards:

A renewal award (grant or cooperative agreement) allows a grant or cooperative agreement to adapt to changing contexts and lessons learned during implementation. A renewal award provides a specific level of support for an initial specified period of time or an initial set of program activities and milestones, with a statement of intent to provide additional support for the project for succeeding periods, activities, or milestones. These awards may be renewed provided funds are available, the results achieved warrant further support, and any other renewal conditions are met.

Examples of Tools to Incentivize Performance under Acquisition

Firm Fixed-Price (FFP) Contracts:

A FFP contract is only appropriate when there is available cost or pricing information to permit objective and realistic estimates of the probable costs of performance. If such information exists, USAID can provide one or more targets/milestones and set the price to be paid for meeting each target/milestone. The price is not adjusted, either up or down, if the contractor’s costs are more or less than the fixed price.

The contractor is only paid if it meets targets/milestones, so the performance risk is shifted to the contractor. The contractor must have the capital required to perform prior to payment. Initial milestones and a sliding scale of targets/milestones can alleviate some of that risk. The contractor takes the risk that it may cost more to meet the targets. While USAID only pays for targets achieved, USAID risks that the price was set too high and overpays for the contractor’s performance, or that the partner is unable to perform.

Incentive Contracts:

The Federal Acquisition Regulation includes many different forms of incentive contracts; Fixed-Price Incentive Fee, Cost Plus Incentive Fee, and Cost Plus Award Fee. Many of these relate to incentives for the contractor to reduce its costs in a cost-reimbursement contract, as well as performance incentives (e.g. meeting targets, timely delivery). The contractor is reimbursed for all reasonable, allowable, and allocable costs, plus a fee that is adjusted based on actual costs, and, if included, the achievement of specified targets. For instance, when the contractor achieves cost savings, the contractor receives an increased fee, and when the contractor's costs are above the target costs, the contractor's fee is reduced.

Incentive fee awards must include an incentive fee plan that does the following:

- Establishes a base fee, which is a nominal amount that will be earned regardless of performance, e.g. 2%;
- Defines the standards of performance for each rating category (e.g., satisfactory, above satisfactory, excellent);
- Defines the percentage of fee the contractor should be paid for each of these rating categories; and
- Documents roles and responsibilities for those involved in monitoring contractor performance and determining incentive fees.

There will be additional guidance and training for the use of performance-based tools to strengthening award management of PEPFAR programs.

For additional information on tools to incentivize performance under acquisition, see:

- [Award Fee Guide](#)
- [Award Fee Guide – July 2004](#)
- [Incentive fee contracting guide](#)
- [Guidance on Using Incentive and Other Contract Types](#)
- [Contractor Incentives – Fee, Rollover of Performance Fee, and Award Term](#)

6. Adaptive Management:

The inclusion of adaptive approaches and tools are highly valuable in the operating environments associated with PEPFAR programming. The use of Crisis Modifiers and other adaptive techniques should be used in solicitations and awards. There are a number of established guidance pieces that highlight these approaches and tools, such as the [Shock Responsive Programming and Adaptive Mechanisms](#) and [Procurement Executive Bulletin 2014-01 Adaptable and Flexible Contracting Types](#).

7. Inquiries:

Questions may be addressed to Christopher A. Nikola (M/OAA/GH/OHA Branch Chief) at PEPFARprocurementinfo@usaid.gov or Luis Rivera (M/OAA/Deputy Director for Foreign Operations) at lriviera@usaid.gov.

8. Effective Date:

This Bulletin is effective immediately and shall remain in effect until cancelled by the Procurement Executive.

9/30/2019
Date

/s/
Mark A. Walther
Acting Senior Procurement Executive

TAB A

FOR ASSISTANCE ONLY

[Comments] = Guidance to the AO

[Text] = Replace with text that the AO chooses.

“The Purpose of this Amendment is to:

(A) [ADD/REPLACE] [Depending on the language currently existing in your Award select the appropriate action] the following paragraph to Section [A.5.1] Technical Reporting:

1. High Frequency Technical Data Reporting

- (a) This provision specifies the minimum required indicators that must be reported to the in-country High Frequency Reporting (HFR) Point of Contact (POC), [contracting officer must insert name and email address of HFR POC]. These HFR data do not have to be final and may differ from what is entered into DATIM. HFR data will be used to track the Recipient's progress to meeting targets; DATIM remains the official PEPFAR system of record.
- (b) Reporting Frequency – Recipient must submit data every four weeks, with results broken out in weekly increments. The Reporting Calendar below is the HFR timeline. Each HFR period is defined as four complete weeks (weeks start on Mondays per ISO 8601), and reporting is due back to the HFR POC as indicated in the table below. The indicators listed in paragraph (c) below will be broken out in weekly increments, with the exception of current on treatment (TX_CURR) and multi-month dispensing (MMD) which will each be reported in one batch for the whole 4-week period. Prior to the end of each Fiscal Year, the Calendar in paragraph (d) below will be replaced with an equivalent calendar for each subsequent Fiscal Year. Quarterly submission of data to DATIM will still remain the official system of record for PEPFAR indicators.
- (c) Indicators - The set of indicators that are subject to HFR are listed below. In the event that the indicators require a change, the award will be modified with the mutual agreement of both parties. The AOR may also request additional data that is useful to monitoring the program. The Recipient must submit the full dataset it collects per the reporting calendar in paragraph (d) below, ensuring the required indicators below are included:

- Weekly Batches
 - HIV testing volume [HTS_TST]
 - HIV positive testing volume [HTS_TST_POS]
 - New enrollments on treatment [TX_NEW]
 - VMMC services completed [VMMC_CIRC]
 - Newly initiated on PrEP [PrEP_NEW]
- Full Period Reporting (1 data point per reporting period)
 - Current cohort on treatment [TX_CURR]
 - Multi-month dispensing (MMD custom indicator, collected monthly), disaggregated via:
 - Number of patients receiving 1; 2; 3; 4 or 5; or 6 month ART dispensing

(d) Calendar Dates -

FY2020 HFR REPORTING CALENDAR					
Reporting Period	Weeks Included				Submission Date
	W1	W2	W3	W4	
1	Sep 30	Oct 07	Oct 14	Oct 21	Nov 13
2	Oct 28	Nov 04	Nov 11	Nov 18	Dec 11
3	Nov 25	Dec 02	Dec 09	Dec 16	Jan 08
4	Dec 23	Dec 30	Jan 06	Jan 13	Feb 05
5	Jan 20	Jan 27	Feb 03	Feb 10	Mar 05
6	Feb 17	Feb 24	Mar 02	Mar 09	Apr 02
7	Mar 16	Mar 23	Mar 30	Apr 06	Apr 30
8	Apr 13	Apr 20	Apr 27	May 04	May 28
9	May 11	May 18	May 25	Jun 01	Jun 25
10	Jun 08	Jun 15	Jun 22	Jun 29	Jul 23
11	Jul 06	Jul 13	Jul 20	Jul 27	Aug 20
12	Aug 03	Aug 10	Aug 17	Aug 24	Sep 17
13	Aug 31	Sep 07	Sep 14	Sep 21	Oct 15

(B) DELETE paragraph [a] of Section [A.5.2] and REPLACE with the following:

The due date for draft Annual Implementation Plans will be no later than May 1st, and final Annual Implementation Plans will be due no later than September 30th.

(C) [ADD/REPLACE] [Depending on the language currently existing in your Award select the appropriate action, either Option A or Option B] to Section **[A.11]** Substantial Involvement, sub-section **[A.11.1]** Approval of Recipient’s Annual Implementation Plans

“Targets for PEPFAR-Funded Activities

Recipient must meet the targets that are set out for each COP Year. If the AO determines that Recipient is not on track to meet targets, or is otherwise noncompliant with the terms of this award, USAID reserves the right to place the Recipient on a Corrective Action Plan (CAP) and/or terminate the agreement in whole or in part pursuant to sections 2 CFR 200.338 through 2 CFR 200.342, Remedies for Noncompliance, or the terms of the award for non-U.S. non-governmental organizations.

[Option A] Targets for each COP year will be documented in PEPFAR’s Data for Accountability, Transparency, and Impact (DATIM) system. For access to DATIM, please register at register.datim.org and contact your AOR.

[Option B] Targets for this Award for FY[xx] are as follows:

Indicator	Target (#)
[TX_NEW]	#### [Pull from DATIM]
[HTS_POS]	#### [Pull from DATIM]
[GEND_GBV]	#### [Pull from DATIM]
[TB_TPT]	#### [Pull from DATIM]
[Repeat Rows as Needed]	#### [Pull from DATIM]

[For above-site activities]

Activity	Benchmark
	xxx [Pull from Table 6]

*****FOR ACQUISITION ONLY*****

[Comments] = Guidance to the CO

[Text] = Replace with text that the CO chooses.

“The Purpose of this Modification is to:

(A) [ADD/REPLACE] [Depending on the language currently existing in your Award select the appropriate action] the following paragraph to Section [F.5.1] Technical Reporting

1. High Frequency Technical Data Reporting

- (a) This provision specifies the minimum required indicators that must be reported to the in-country High Frequency Reporting (HFR) Point of Contact (POC)[contracting officer must insert name and email address of HFR POC]. These HFR data do not have to be final and may differ from what is entered into DATIM. HFR data will be used to track the Contractor’s progress to meeting targets; DATIM remains the official PEPFAR system of record.
- (b) Reporting Frequency – Contractor must submit data every four weeks, with results broken out in weekly increments. The Reporting Calendar below is the HFR timeline. Each HFR period is defined as four complete weeks (weeks start on Mondays per ISO 8601), and reporting is due back to the HFR POC as indicated in the table below. The indicators listed in paragraph (c) below will be broken out in weekly increments, with the exception of current on treatment (TX_CURR) and multi-month dispensing (MMD) which will each be reported in one batch for the whole 4-week period. Prior to the end of each Fiscal Year, the Calendar in paragraph (d) below will be replaced with an equivalent calendar for each subsequent Fiscal Year. Quarterly submission of data to DATIM will still remain the official system of record for PEPFAR indicators.
- (c) Indicators - The set of indicators that are subject to HFR are listed below. In the event that the indicators require a change, the contract will be modified with the mutual agreement of both parties. The COR may also request additional data that is useful to monitoring the program. The Contractor must submit the full dataset it collects per the reporting calendar in paragraph (d) below, ensuring the required indicators below are included:
- Weekly Reporting
 - HIV testing volume [HTS_TST]

- HIV positive testing volume [HTS_TST_POS]
- New enrollments on treatment [TX_NEW]
- VMMC services completed [VMMC_CIRC]
- Newly initiated on PrEP [PrEP_NEW]
- Full Period Reporting
 - Current cohort on treatment [TX_CURR]
 - Multi-month dispensing (MMD custom indicator, collected monthly), disaggregated via:
 - Number of patients receiving 1; 2; 3; 4 or 5; or 6 month ART dispensing

(d) Calendar Dates -

FY2020 HFR REPORTING CALENDAR					
Reporting Period	Weeks Included				Submission Date
	W1	W2	W3	W4	
1	Sep 30	Oct 07	Oct 14	Oct 21	Nov 13
2	Oct 28	Nov 04	Nov 11	Nov 18	Dec 11
3	Nov 25	Dec 02	Dec 09	Dec 16	Jan 08
4	Dec 23	Dec 30	Jan 06	Jan 13	Feb 05
5	Jan 20	Jan 27	Feb 03	Feb 10	Mar 05
6	Feb 17	Feb 24	Mar 02	Mar 09	Apr 02
7	Mar 16	Mar 23	Mar 30	Apr 06	Apr 30
8	Apr 13	Apr 20	Apr 27	May 04	May 28
9	May 11	May 18	May 25	Jun 01	Jun 25
10	Jun 08	Jun 15	Jun 22	Jun 29	Jul 23
11	Jul 06	Jul 13	Jul 20	Jul 27	Aug 20
12	Aug 03	Aug 10	Aug 17	Aug 24	Sep 17
13	Aug 31	Sep 07	Sep 14	Sep 21	Oct 15

(B) DELETE paragraph [a] of Section [F.5.2] and REPLACE with the following:

The due date for draft Annual Work Plans will be no later than May 1st, and final Annual Work Plans will be due no later than September 30th.

(C) [ADD/REPLACE] [Depending on the language currently existing in your Award select the appropriate action] either paragraph Option A or Option B to Section **[F.5]**, sub-section **[F.5.2]**
Targets

“Targets for PEPFAR-Funded Activities”

Contractor must meet the targets that are set out for each COP Year. If the CO determines that Contractor is not on track to meet targets, or is otherwise noncompliant with the terms of this award, USAID reserves the right to place the Contractor on a Corrective Action Plan (CAP) and/or terminate the agreement in whole or in part pursuant to ***FAR Clause [52.249-6 Termination (Cost-Reimbursement) / 52.249-8 Default (Fixed-Price Supply and Service)]***.

[Option A] Targets for each COP year will be documented in PEPFAR’s Data for Accountability, Transparency, and Impact (DATIM) system. For access to DATIM, please register at register.datim.org and contact your COR.

[Option B] Targets for this Award for FY[xx] are as follows:

Indicator	Target (#)
[TX_NEW]	#### [Pull from DATIM]
[HTS_POS]	#### [Pull from DATIM]
[GEND_GBV]	#### [Pull from DATIM]
[TB_TPT]	#### [Pull from DATIM]
[Repeat Rows as Needed]	#### [Pull from DATIM]

[For above-site activities]

Activity	Benchmark
	xxx [Pull from Table 6]