PERFORMANCE WORK STATEMENT

FOR

PHARMACY SERVICES

FOR

374TH MEDICAL GROUP

YOKOTA AIR BASE, JAPAN

374 MDSS/SGSD

30 June 2026

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PERFORMANCE WORK STATEMENT
FOR
PHARMACY SERVICES FOR 374 MEDICAL GROUP

SECTION 1.

DESCRIPTION OF SERVICES/GENERAL INFORMATION. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform pharmacy services for 374 MDSS at Yokota Air Base Japan in accordance with the terms and conditions specified in Performance Work Statement (PWS), Japanese Laws and commercial practices in the commercial market.

1.1. PHARMACY COMPOUNIDING AESEPTIC ISOLATOR (CAI) CERTIFICATION AND PERSONNEL TESTING SERVICES.

1.1.1. The Contractor shall provide pharmacy semiannual Compounding Aeseptic Isolator (CAI) certification and personnel testing to 374 MDSS Pharmacy at Yokota Hospital.

1.1.2. Service shall include courier pick-up/transportation of all media fill tests surface sampling plates from the 374 MDSS Pharmacy to the Contractor.

1.1.3. The Contractor shall provide testing for any procedures that cannot be performed by the 374 MDSS Pharmacy. A current price schedule will be provided to pharmacy at the beginning of each calendar year. The Contractor shall report all pharmacy results in English or with English translation neatly written on the original report.

1.2. TECHNICAL DATA. The Contactor shall maintain and make available Price List and Pharmacy Request Forms, in English, for the testing being offered. The Contractor shall also be responsible to provide in writing changes to test reference ranges. All reference range changes must be provided to the Inpatient Pharmacy Chief before or at time of implementation by the Contractor.

1.3. GENERAL INFORMATION.

1.3.1. QUALITY ASSURANCE: The Government will evaluate the Contractor's performance in accordance with Alternate Performance Plan (APP) by appointing a Government Representative (GR) to monitor performance to ensure services are received. The GR will evaluate the Contractor's performance through inspections of the Contractor's performance in combination with other methods of inspection under the APP. The Government may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections. Likewise, the Government may decrease the number of quality control inspections if performance is dictated.

1.3.2. DESIGNATED REPRESENTATIVES: The names of the GR and personnel authorized to place calls shall be provided to the Contractor prior to commencement of work.

1.3.3. GOVERNMENT REMEDIES: The Contracting Officer (KO) shall follow the requirements of FAR 52.212-4, Contract Terms and Conditions for Commercial Items, for the Contractor's failure to perform satisfactory services or failure to correct nonconforming services.

1.3.4. HOURS OF OPERATION:

1.3.4.1. The Contractor shall perform the required services between of 0730 hours to 1700 hours, Monday through Friday. The Contractor shall not be required to perform work on U.S. federal holidays listed below paragraph 1.3.4.2.

1.3.4.2. FEDERAL HOLIDAYS: The Contractor is not required to provide the service on the following federal holidays or the Medical Treatment Facility (MTF) "Family days", unless deemed necessary by their respective sections or the MTF and approved by the KO.

U.S. Holidays

1st January	New Year's Day
3rd Monday of January	Martin Luther King, Jr.'s Birthday
3rd Monday of February	President's Day
Last Monday of May	Memorial Day
3rd Friday of June	Juneteenth National Independence Day
4th of July	Independence Day
1st Monday of September	Labor Day
2nd Monday of October	Columbus Day
11th of November	Veterans Day
4th Thursday of November	Thanksgiving Day
25th of December	Christmas Day

Note: Normally, holidays that fall on Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

1.4. SPECIAL QUALIFICATIONS FOR CONTRACTOR PERSONNEL.

1.4.1. CONTRACT MANAGER: The Contractor shall provide a Contract Manager (CM) who shall be responsible for the performance of the work. The name of this person, and an Alternate Contract Manager (ACM), who shall act for the Contractor when the manager is absent, shall be designated in writing to the KO. The Contractor shall provide telephone numbers and cell phones numbers where the Contract Manager and Alternate(s) can be contacted for placing a call for services. The Contract Manager or Alternate shall have full authority to act for the Contractor on all contract matters.

1.4.1.1. The Contract Manager and Alternate(s) must be able to read, write, speak and understand English or provide a translator**.**

1.4.1.2. The Contract Manager possesses the following:

a. Education
Bach of Science, Control Systems Engineering - US Naval Academy

b. Experience
12 years field experience in testing and certifying lab and pharmacy equipment
17 years experience in occupational safety and health consulting

c. Qualifications
Certified Industrial Hygienist since 2010
NSF-49 Biosafety cabinet certifier since 2013
CETA clean room professional certification since 2014

d. Tasks
Test lab biological safety cabinets
Decontaminate/decommission biological safety cabinets
Test pharmacy compounding aseptic isolator
Perform/administer pharmacy personnel testing

1.4.2. ADMINISTRATIVE CONTROL: The contractor personnel for courier service shall report to the following address:

374 MDSS/SGSD
Pharmacy
Room 141, Bldg. 4408
Yokota Hospital
Yokota Air Base,

Fussa-shi, Tokyo, Japan

1.4.3. CONTRACTOR EMPLOYEES: The Contractor shall not employ any people for work on this contract, if such employee is identified to the Contractor by the KO as a potential threat to the health, safety, security, general wellbeing or operational mission of the installation and its population.

1.4.3.1. All contractor personnel shall present a neat appearance and be easily recognized as contractor personnel by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges with the Contractor's name and employee's name and what services are being contracted for.

1.5. SECURITY REQUIREMENT. The Contractor shall obtain the following pass and identification items:

1.5.1. BASE PASSES: The contractor personnel will be issued base passes (identification cards) which shall be always carried by the individual bearers while on United States Government premises. The Contractor shall submit written requests for issuance of base passes to the KO. The Contractor shall be responsible for all base passes issued to their personnel by the Japanese Pass Section at Yokota Air Base. Upon termination or completion of the contract, the Contractor shall turn in all issued passes to the KO or Japanese Pass Section at Yokota Air Base.

1.5.2. VEHICLE PASSES: The Contractor vehicles used in the performance of work under this contract shall be registered and maintained in accordance with applicable paragraphs of *AFI 31-204, Air Force Motor Vehicle Traffic Supervision* (PA). All contractor personnel operating a motor vehicle on this installation shall be aware of and abide by current driving policies. All contractor personnel occupying a vehicle, while the vehicle is inside the confines of this installation, shall wear seat belts. There will be no exceptions to this policy. Any contractor traffic violations may result in the denial of further installation driving.

1.5.3. All contractor personnel shall be instructed on accident prevention and safety. Special emphasis shall be placed on safe and proper working conditions. The Contractor shall conduct training for all employees on appropriate safety measures and on the employee's obligation to obey all existing safety regulations.

1.5.4. Contractor Personnel Vehicles. The Contractor shall ensure that all contractor personnel comply with the local installation requirements for vehicle registration and operation on the specific military facility. Any vehicle operated by the Contractor or its employees in performance of this contract must maintain insurance coverage of not less than ¥30,000,000 or $300,000 for bodily injury and ¥3,000,000 or $30,000 for property damage.

1.5.5. GATE CONTROL: Unscheduled gate closures by the Security Police may occur at any time and personnel entering or exiting the installation may experience a delay. Privately owned vehicles of contractor personnel are subject to being searched pursuant to applicable regulations. Contractor personnel shall comply with Yokota Air Base rules, regulations and directives while on the installation. The award of this contract does not create a right to have access to any military installation. Any violation of an installation regulation or Japanese law may result in the termination of the privilege to enter one or more military installations

1.5.5.1. Unacceptable performance work must be resolved/rescheduled with the GR and completed within five (5) calendar days. It is the responsibility of the Contractor to reschedule the work with the GR. Any items not completed by the Contractor at the scheduled time shall be considered unacceptable.

1.6. PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY OR OVERSEAS COMBATANT COMMANDER. The Contractor is not required to perform all services listed in this PWS during crisis.

SECTION 2.

SERVICES SUMMARY (SS): The Contract service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement.

Performance Objective	PWS Para	Performance Threshold	Method of Inspection
SS #1: Pharmacy Personnel Testing	1.1.	Complete requirement 100% of the time	100% Inspection
SS #2: Monthly Surface Sampling Analysis	1.1.	Complete requirement 100% of the time	100% Inspection
SS #3: Technical Data	1.2.	Complete requirement 100% of the time	100% Inspection
SS #4: Unacceptable performance work must be resolved/rescheduled with the GR and completed within five (5) calendar days. It is the responsibility of the Contractor to reschedule the work with the GR. Any items not completed by the Contractor at the scheduled time shall be considered unacceptable.	1.6.	Complete requirement 100% of the time	100% Inspection

SECTION 3.

GOVERNMENT FURNISHED PROPERTY AND SERVICES.

3.1. UTILITIES. The Government shall, without cost to the Contractor, provide reasonable amounts of water, electricity and sewage required to fulfil the requirements of the PWS.

3.2. The Government will provide the following services for emergency purposes only:

a. Security Police — Telephone 225-7227 (for emergency 911)
b. Fire Protection — Telephone 911
c. Hospital Emergency — Telephone 911

Any time the Contractor uses one of the above services on a cost reimbursement basis, the Contractor's Contract Manager (CM) shall immediately report to the GR with all the details.

SECTION 4.

PRIVACY AND CONFIDENTIALITY.

4.1. PATIENT LISTS: Contractor shall not disclose patient information in any way for any use outside the MTF without prior written permission from the Chief of Hospital Services.

4.2. PATIENT SENSITIVITY: Contract providers shall respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships. Providers receiving complaints validated by the Element Leader and Chief of the Medical Staff shall be subject to counseling and, depending on the nature and severity of the complaint, separation from performing services.

4.3. RELEASE OF MEDICAL INFORMATION: The healthcare worker shall only release medical information obtained during this contract to other MTF staff involved in the care and treatment of that individual patient. All patient information will comply with HIPAA standards.

4.4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996: All individuals performing services at the 374th Medical Group are required to complete the DHA provided "online HIPAA training",

training on local MTF HIPAA policies, and will be held accountable for complying with 374th Medical Group MDGI's regarding health information privacy.

4.5. HIPAA COMLIANCE: The Contractor agrees to abide by all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) as codified at 45 CFR Part 160 and Part 164, subparts A and E, and implemented by DoD 6025.18-R regarding the privacy and confidentiality of health records and information being provided and shared under the resulting contract. The Contractor shall also comply with the Business Associate Agreement under Privacy of Protected Health Information.

HIPAA is comprised of several different sections, each to be implemented by the Dept. of Health and Human Services. The medical facilities of the military services and the DOD health plans are specifically listed as covered by HIPPA. Currently, HIPAA Privacy and Security Rules, as set forth in the Code of Federal Regulations, are in effect for all MTFs. The specific implementation of HIPPA Privacy for DOD medical facility is set forth in DOD 6025.18-R, and for HIPAA Security, the requirements for AF MTF's are contained in DOD 8580.02-R and AFI 41-217, which also contains additional Information Assurance requirements for all AF MTF's. DOD 6025.18-R, DOD 8580.02-R and AFI 41-217 are incorporated herein by reference. MTRs are responsible for ensuring overall compliance with HIPAA requirements, which includes incorporation of certain requirements in contracts entered or amended after the respective implementation dates.

IAW these regulations the Contractor and its employees meet the definition of Business Associates. Therefore, a Business Associate Agreement is required by law to comply with both the HIPAA Privacy and Security regulations. This clause serves as an agreement for each MTF, whereby the contractor and its employees agree to abide by all HIPAA Privacy and Security requirements regarding health information as defined in this clause, DOD 6025-18-R, DOD 8520.02-R and AFI 41-217. Additional HIPAA requirements will be addressed when implemented.

APPENDIX A

PRIVACY OF PROTECTED HEALTH INFORMATION

(a) *Definitions.* As used in this requirement:

*Individual*s have the same meaning as the term ``individual'' in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term ``protected health information' in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term ``required by law' in 45 CFR 164.501.

Secretary means the Secretary of the Department of Health and Human Services or his/her designer.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(e) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(f) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(g) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(h) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(i) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(j) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Requirement of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

General Use and Disclosure Provisions.

Except as otherwise limited in this Contract, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: [All purposes specified in Department of Defense Regulation 6025.18-R, Defense Health Privacy Regulation].

Specific Use and Disclosure Provisions.

(a) Except as otherwise limited in this Contract, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Contract, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Contract, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

Obligations of the Government.

Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions.

(a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

Permissible Requests from the Government.

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this requirement.

Termination.

(a) Termination. A breach by the Contractor of this requirement, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(i) If this contract has records management requirements, the records subject to the Requirement should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(ii) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(iii) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual contract of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

Miscellaneous.

(a) Regulatory References. A reference in this Requirement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the ``Effect of Termination'' provision of this Requirement shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Requirement shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule.