

PERFORMANCE WORK SERVICES  
FOR  
MEDICAL TRANSLATION AND ESCORT SERVICES  
FOR  
374TH MEDICAL GROUP  
YOKOTA AIR BASE, JAPAN

27 Jan 16

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**MEDICAL TRANSLATION AND ESCORT SERVICES**  
**FOR 374TH MEDICAL GROUP, YOKOTA AIR BASE, JAPAN**

**1. DESCRIPTION OF SERVICES/GENERAL INFORMATION.**

The contractor shall provide all personnel, management, supervision, transportation and other items and services (except as specified within the contract as Government-Furnished), as required, to perform their duties as defined in this PWS in support of the 374 MDG and its beneficiaries.

The contractor shall provide escort and translation services required to support 374 MDG staff and its patients in the provision and coordination of routine, emergent, outpatient or inpatient care. The contractor shall successfully integrate and coordinate all activities needed to execute the requirements. The contractor shall manage the timeliness, completeness, and problem identification. The contractor shall provide corrective action plans as requested, proposals for better performance when necessary, and timely identification of issues.

**1.1. BACKGROUND:** The Contractor is required perform their duties as defined in this PWS in support of the 374th Medical Group's (374 MDG) mission of providing "Professional Healthcare: Anytime...Every Time" to its beneficiaries. The 374 MDG partners with host nation medical facilities to obtain care for its beneficiaries not otherwise available in its facility.

**1.2. DEFINITION.**

**1.2.1. Escort:** Scheduled medical appointments referred to a local medical facility.

**1.2.2. Transfer:** Emergency or unscheduled referral to a local medical facility.

**1.3. NON-PERSONAL SERVICES.** This contract is a non-personal services contract. No personal services will be performed under this contract. The Contractor shall not perform any inherently governmental actions under this contract. The services rendered by the contractor are rendered in the capacity of an independent contractor. The Government retains no direct control over the services provided by the Contractor. No Contractor personnel shall hold himself/herself out to be a Government employee, agent or representative.

**1.4. Mission Essential Status.** Contract personnel under this contract is not designated as mission essential personnel during contingency operations, however the contractor shall respond to the COR or FRED's request to provide services during base closures due to increment weather, but not limited to, when only mission essential personnel are required to report to the Base.

**1.5. PROFESSIONAL QUALIFICATIONS/REQUIREMENTS**

**1.5.1 QUALIFICATIONS. (Refer to Paragraph 1.6.2.)**

The Contractor must provide skilled personnel with professional, clerical, and technical skills necessary to satisfy the requirements. All personnel under this contract must meet or exceed the following minimum qualifications.

- i. Familiarity and proficiency with the use of commercial software packages and databases, such as Microsoft Outlook, Word, and Excel.
- ii. Ability to respond with flexibility and to provide assistance in a time sensitive environment.
- iii. Strong organizational and customer service skills.
- iv.
- v. Awareness of information and physical security procedures.
- vi. Demonstrated knowledge and understanding of medical terminology.

### **1.5.2. POSITION REQUIREMENT.**

Work shall be conducted in a timely manner and be responsive to the 374 MDG's needs. The Contractor shall perform in a professional manner at all times especially while in contact with 374 MDG staff, patients, outside businesses, and government representatives.

**1.5.2.1. Core Hour Services.** (CLIN x001: 0730 hrs thru 1630 hrs, Monday thru Friday, excluding US holidays).

**1.5.2.1.1. On Site Management:** The on site management (Contractor) shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on this requirement. Additionally, the on site management (Contractor) shall serve as the primary point of contact for host nation hospitals receiving information and assisting patients medically referred and or transferred by the 374 MDG.

**1.5.2.1.1.1. On site management (Contractor)** shall coordinate escort coverage upon request.

**1.5.2.1.1.2. On site management (Contractor)** shall track patients' initial and follow-up appointments requiring escort and translation services.

**1.5.2.1.1.3. On site management (Contractor)** shall maintain event logs containing translation requests, and other events. It shall be submitted upon request to the COR or the Contracting Officer (CO) but made available to TRICARE Operations and Patient Administration (TOPA) and MDG leadership.

**1.5.2.1.1.4. On site management (Contractor)** shall accept and review translation requests from the 374 MDG and ensure that the request is in accordance with this PWS prior to rendering translation services.

### **1.5.2.1.2. Translation Duties.**

**1.5.2.1.2.1.** Translate communications (oral and written) between 374 MDG staff and host nation medical facilities involving the coordination and the delivery of care of 374 MDG

patients. Communications pertain to the coordination and/or delivery of care for patients either scheduled/referred by the 374 MDG or transferred by the 374 MDG to host nation medical facilities. Other communications must be approved by the 374 MDG prior to rendering translation services to ensure that requests are in accordance with this PWS.

**1.5.2.1.2.2.** Translate all relevant medical documents written in English to Japanese and/or from Japanese to English as required as part of the patient's medical care coordination. This includes translating documents received from 374 MDG staff and medical professionals from host nation medical facilities involved in the coordination of a 374 MDG patient's outpatient, inpatient, or emergent treatment.

**1.5.2.1.2.3.** Translate 374 MDG payment procedures to patients, off base facilities, and assist patients with completing the necessary paperwork required by the MTF and off-base facilities.

**1.5.2.1.2.4.** Support the MTF medical team with the completion of required administrative forms before, during, and after the physical medical transfer of the patient to host nation medical facility.

**1.5.2.1.2.5.** Assist the medical team with identifying a host nation facility with the capability to care and accept a medical transfer from the 374 MDG. The contract personnel will assist the 374th medical team in coordinating medical requirements with the accepting host nation medical facility.

**1.5.2.1.2.6.** Track initial and follow-up appointments for patients requiring medical escort and translation/interpretation services.

**1.5.2.1.2.7.** Provide support to the 374 MDG Case Managers (CM) during a patient's hospitalization(s) at host nation medical facilities or during provider-patient visits. Contract personnel shall serve as the point of contact for receiving medical documents/information from the local host nation medical facility in collaboration with the CM during the patient's hospitalization at a host nation medical facility. Contract personnel shall obtain and translate daily/periodic medical reports related to the hospitalization of the patient and distribute them to the appropriate office(s) and/or personnel daily. In the event that the CM requires translation services to be expedited due to urgency, the contractor shall make every effort to meet required timelines specified through this PWS and those requested by the CM for urgent requirement.

**1.5.2.2. On Call Services. (CLIN x001 for core hours and CLIN x002 for non-core hours)**

The contractor shall provide on call escort/transfer services twenty-four (24) hours a day, seven (7) days a week to include U.S. Federal and Japanese Legal Holidays. On call escorts/transfers scheduled/unscheduled for core hours will be included in CLIN x001 and those for non-core hours will be included in CLIN x002. The contractor shall function as the primary patient transfer liaison (on call POC) twenty-four (24) hours a day, seven (7) days a week to include U.S. Federal and Japanese Legal Holidays. The Contractor shall notify, in writing, TOPA staff/leadership, COR and CO of the assigned POC for the month.

**1.5.2.2.1. Summary Sheet.** The contractor shall establish a monthly on-call summary sheet including, date, meeting time, end time, duration, destination, name of the assigned translator, type of on call (escort or transfer), segregate core hours and non core hours and other necessary information. This summary sheet shall be attached to an invoice for payment.

**1.5.2.2.2. Escort Services.**

**1.5.2.2.2.1. On Call Roster.** The contractor shall provide a list of personnel scheduled to be escort on-call for the following month no later than the last Friday of each month.

**1.5.2.2.2.2. Escort Procedure.** After 374 MDG TOPA office briefs the patient, the patient's file will be forwarded to the on site management (Contractor) for translator pairing. Then, the assigned translator shall make contact with the patient referred to a host nation medical facility at least 48 hours prior to the scheduled appointment date for confirmation of the appointment. In expedite cases, the Contractor shall be flexible and ensure smooth operation of escort services. On the scheduled day, the assigned translator will meet the patient at the agreed place and escort the patient to the host nation medical facility where the patient is referred for care; coordinate services required; provide translation/interpretation services as required; and assist in the facilitation of medical care. The assigned translator may be required to assist the patient with navigating transportation (i.e. train, taxi, etc.) to and from host nation medical facilities.

**1.5.2.2.2.3.** The translator's work hour begins at the scheduled meeting time with the patient and ends upon return at the 374 MDG for record (summary sheet required Para 1.5.2.2.1.). The Contractor shall fill out a Form, "374 MDG Patient Escort/Transfer" upon return to the 374 MDG. (Refer to Paragraph 1.5.2.3.1. for details.)

**1.5.2.2.3. Transfer Services.**

**1.5.2.2.3.1. Transfer Procedures.** Hospital personnel contact the on call POC during non-core hours for transfer. The POC shall immediately assign a translator. Arrival and reporting to the 374 MDG Urgent Care Center shall not exceed 30 minutes from the time of call/notification.

**1.5.2.2.3.2.** Contractor shall be able to respond to multiple transfer requirements which may simultaneously happen.

**1.5.2.2.3.3.** An assigned translator shall accompany the MTF medical team in the ambulance during emergency transfers to host nation medical facilities. A medical transfer involves the patient, medical team, and assigned translator. In case of a transfer where an ambulance is not used or there is no space in the ambulance, the assigned translator shall provide his/her vehicle to follow the patient to local the medical facility.

**1.5.2.2.3.4.** Translate all required information to facilitate the transfer, in-processing, care and out-processing of patients requiring medical care at local medical facilities.

**1.5.2.2.3.5. Mid Night Transportation after Transfer.** In the event when translation services are completed after a transfer and the only means of transportation is a taxi, the Contactor shall claim the actual taxi fee with the receipt under CLIN x003.

### **1.5.2.3. Reports.**

Required Suspense for Translation Services:

- i. The Medical transfer report and any documentation generated before and during medical transfers shall be translated and submitted to the 374th Medical Staff and the COR upon completion of the transfer.
- ii. Daily documents generated during a 374 MDG patient's hospitalization at a host nation facility shall be translated and submitted to the 374th Medical Staff and the COR daily but not to exceed 24 hours.
- iii. Discharge instructions must be translated immediately after a patient has been discharged.
- iv. Reports and documents generated before, during, and after a patient's appointment, referred by the 374 MDG at host nation facilities shall be translated and submitted the 374th Medical Staff and the COR within 3 duty days. Translation requests received after 1200L will be processed the following duty day.
- v. The following documents shall be translated accordingly:
  - a. Command Sponsorship Documents: 10 duty days.
  - b. All others related to patient's care: 15 duty days.
  - c. Translation requests received after 1200L will be processed the following duty day.

**1.5.2.3.1.** Medical transfer and appointment/escort reports shall include but not limited to:

- i. Sequence of events/Times/Dates
- ii. General synopsis of significant events and pertinent information pertaining to the transfer or appointment escort
- iii. Responsible Attendant/Translator

## **1.6. GENERAL INFORMATION**

**1.6.1. PAYMENT INVOICE.** The contractor shall submit payment invoice to the COR via WAWF no later than the 10<sup>th</sup> day of each month for services rendered for the previous month.

**1.6.2. ENGLISH-JAPANESE REQUIREMENT.** Translators must be proficient in English and Japanese.

**1.6.2.1.** All Translators performing services shall either be a native English speaker or shall be proficient in understanding (reading, speaking, listening, and writing) English. They shall be capable of effectively communicating with patients and the 374 MDG staff.

**1.6.2.2.** For non-native English speaker, proof of a minimum score or higher of the following English test shall be submitted to the CO within 5 days after contract award and or prior to contract personnel performing translation/attendant duties.

**1.6.2.3.** TOEIC score: 740 or higher

**1.6.2.4.** Other English tests if no TOEIC score is available: Equivalent level as the above TOEIC score Equivalent level as the above TOEIC Score such as Eiken Pre-First level. Acceptable TOEFL score are: TOEFL paper based – 554 or higher; TOEFL CBT – 217 or higher; TOEFL iBT – 82 or higher.

**1.6.2.5.** For English speaker, a Japanese Language Proficiency Level N1, STAMP level 8 or an equivalent level is required. A level N1 or STAMP level 8 proficiency certificate must be provided to the CO within five day post award.

**1.6.3. LIST OF CONTRACTOR PERSONNEL.** The contractor shall provide a list by name and start date of personnel to provide services to the COR no later than thirty (30) calendar days after contract award and whenever updated.

**1.6.4. KEY PERSONNEL.** The contractor shall provide an on site manager and his/her alternate who shall be responsible for the performance of the work. The name of these individuals shall be designated in writing to the CO prior to the first day of performance. The on site manager shall have full authority to act on behalf of the contractor on all contract matters relating to the daily operations of this contract.

**1.6.4.1.** The on site manager shall be responsive and should be present at the site within one hour from a request by the COR or the CO to discuss issues face to face.

**1.6.4.2.** The on site manager shall ensure all personnel meet qualifications associated with assigned functions and provide verifying documentation to the CO and COR upon request. The Contractor shall notify the CO of the departure of any individual and identify any new employees hired. The updated employee list shall be submitted in accordance with the paragraph 1.6.3 above.

**1.6.5. DRESS CODE.** Contract personnel shall present a clean and neat well-groomed professional appearance as a standard business casual at all times. Contract personnel are required to wear the government-furnished MTF identification badge visible on the front of their outer clothing.

**1.6.6. FEDERAL HOLIDAYS.** 374 MDG observes the following holidays. If a holiday falls on a Saturday, it is observed on the preceding Friday. If a holiday falls on a Sunday, it is observed on the following Monday. Unscheduled closures may be declared by the 374 MDG Commander.

Holiday

Day Observed



i. New Year's Day	January 1
ii. Martin Luther King Jr. Birthday	Third Monday in January
iii. President's Day	Third Monday in February
iv. Memorial Day	Last Monday in May
v. Independence Day	July 4
vi. Labor Day	First Monday in September
vii. Columbus Day	Second Monday in October
viii. Veterans Day	November 11
ix. Thanksgiving Day	Fourth Thursday in November
x. Christmas day	December 25

**1.6.7. Reserved.**

**1.6.8. Reserved.**

### **1.6.9. HEALTH REQUIREMENTS.**

**1.6.9.1.** The Centers of Disease Control (CDC) and prevention Healthcare Infection Control Practices Advisory Committee (HICPAC) and advisory Committee on Immunization Practices (ACIP) definition for HCW is used here and includes:

- i. All paid and unpaid persons working in health care settings who have the potential for exposure to infectious materials, including body substances, contaminated medical supplies and equipment, contaminated environmental surfaces, or contaminated air.
- ii. HCQ might include (but are not limited to) physicians, nurses, nursing assistants, therapists, technicians, emergency medical service personnel, dental personnel, pharmacists, laboratory personnel, autopsy personnel, students and trainees, volunteers, contractual staff.
- iii. HCW might also include persons (e.g., clerical, dietary, housekeeping, maintenance, and volunteers) not directly involved in patient care but potentially exposed to infectious agents that can be transmitted to and from HCW.

**1.6.9.2.** Depart of Defense Joint Instruction AFJI 48-110, Immunizations and Chemoprophylaxis, directs immunizations and chemoprophylactic practices follow current national standards as per CDC ACIP. Specific guidance for healthcare workers is posted on the internet.

- i. <http://www.cdc.gov/vaccines/acip/index.html> and <http://www.cdc.gov/niosh/topics/healthcare/>
- ii. For further information on current requirement, contact Public Health at DSN 315-225-5311.

**1.6.9.3.** At least fourteen (14) business days prior to start of work, the contractor management staff is required to supply a complete employee qualification record as proof of immunization of contractor personnel working within MTFs for the following disease: Hepatitis B, influenza, measles, mumps, rubella, varicella, Tdap, and proof of a negative TB skin test completed within

the past twelve (12) months (if positive, proof of negative chest X-ray within the past twelve months), hepatitis A and poliovirus.

**1.6.9.4.** All HCW must in-process through Public Health within 10 duty days of arrival at the 374 MDG.

**1.6.9.5.** HCW will not begin duties until and unless determined to be in compliance with infection/immune status as defined by CDC ACIP and determined by PH.

**1.6.9.6.** No pre-employment medical tests or procedures required by the contract will be performed by the MTF (with the exception of Tuberculosis testing after start of work and exposure). Expenses for all required tests and/or procedures shall be borne by the contractor management staff or contract personnel, not the Government.

**1.6.9.7.** In those areas where there is a high risk of transmission of tuberculosis, contract personnel may be tested as frequently as directed by the MTF's policy at the Government's expense.

**1.6.9.8.** Contract personnel working in an MTF are required to be immunized annually with the influenza vaccine as recommended by the CDC. This vaccine will be provided by the Government at no cost to contractor personnel. If the vaccine is obtained at other facilities, the cost will be borne by the contractor, not the Government.

**1.6.9.9.** Immunization information for contract personnel shall be provided to the respective MTF for government personnel to record and track in DoD computer systems.

**1.6.9.10.** The Government will provide trainings of "post blood borne exposure protocols" according to applicable Air Force Instructions.

**1.6.9.11.** Preventive, Prophylactic and Follow-up Procedures. The contractor shall ensure that his/her employees are in compliance with preventive, prophylactic and follow-up procedures, as well as infection control and employee health program procedures, as established by the MTF. Required preventive, prophylactic and follow-up procedures will be paid by the Contractor. If care is received somewhere other than Yokota AB, the Contractor shall provide written verification of treatment.

**1.6.9.12. Pregnant Employees.** It is the responsibility of the contractor to notify the COR of a pregnant employee. MTF Public Health Office will provide information concerning any work hazards in that area. The contractor is to notify their pregnant employee of any work hazards. It will be the employee and the contractor's joint decision whether the contracted employee works in the environment.

**1.6.9.13. HIPAA Compliance.** The Contractor agrees to abide by all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) as codified in 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. The Contractor must ensure that all HT personnel have completed HIPAA training prior to conducting medical escorting and translation duties.

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 HIPAA. 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 HIPAA 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 to insure overall compliance with HIPAA requirements, which includes incorporation of certain requirements in contracts entered or amended after the respective implementation dates.

**1.6.9.14. Medical Health Insurance Coverage (For SOFA Personnel).** Contractor personnel and their dependents residing with them in Japan, if applicable, must have adequate health insurance coverage for overseas medical services. This includes coverage to pay for the cost of medical evacuation from the host country to receive emergency medical treatment when adequate treatment is not available in the host country.

**1.6.9.15. Overseas Medical.**

**1.6.9.15.1.** Contractor personnel should be prepared to use the medical and dental services of the host country. Medical care at overseas MTFs is limited. Care, when available will be provided on a reimbursable basis, through MTF billing of the patient's medical insurance. Patients are responsible for paying any copays, deductibles or non-covered services, if applicable, to the MTF. Mental health care professionals are generally not available in the MTF and host nation mental health professionals usually do not meet the needs of Americans. Individuals or family members with behavior disorders or requiring psychiatric or mental health care should not travel to overseas areas. Internal medicine practitioners are limited and cardiologists are generally not available in MTFs. Military and foreign country pharmacies may not stock medicines or prescription drugs that are normally available in the U.S. Contractor personnel must pay for all prescriptions filled at the MTF. The MTF pharmacy rates are comparable to rates in the US. The contractor must determine whether adequate medical care is available in the host country prior to sending personnel or their family members that have medical problems or require medication. Military dental clinics are usually only available to provide emergency services.

**1.6.9.15.2.** Emergency healthcare services, if available, resulting from employment related accidents or injuries will be provided by the government on a reimbursable basis.

**1.6.9.15.3.** It is the responsibility of the contractor to ensure the government and host nation healthcare providers are paid for medical services rendered to contractor personnel and their dependents.

**1.6.9.15.4.** Under extreme emergency conditions where special circumstances require government transportation, the contractor shall be charged at the DoD established movement rate or full reimbursable rate.

#### **1.6.10. SECURITY REQUIREMENTS:**

**1.6.10.1.** Contractor personnel assigned to perform work under this contract will require unescorted entry into restricted U.S. Government facility, access to U.S. Government IT Systems and/or medical information. To obtain unescorted entry access to Yokota Air Base, all contractor personnel are required to report to Pass & ID in bldg. 993 to initiate paperwork required to gain access to the installation.

**1.6.10.2. Computer Security.** A National Agency Check must occur for clearance for appropriate security of privacy act information. Contractor is responsible for completing SF85P Worksheet and providing fingerprint cards for each employee immediately with the hiring process, complying with regulations, DoD 5200.2-R, Chapter 1 and Appendix A, and AFSSSI 5027, Section 1.8.1.2.1. The above information must be completed and submitted to the MTF prior to seeing patients. In case of Local Japanese contracted translators, the equivalent security investigations conducted by the metropolitan police department through the Foreign Ministry are required.

**1.6.10.3. Government Computer Access.** The contractor will ensure that all contractor personnel comply with the requirement to obtain the minimum personnel security investigations. The contractor will work with the MTF to ensure that the pre-employment screening process for each employee classified as ADP I, II, III (as defined in DoD 5200.2-R) includes the appropriate investigations and that each contract employee has the appropriate questionnaires and forms to be completed. All completed forms will be reviewed by the contractor and forwarded to the MTF for processing prior to the employee beginning work. The contractor understands that, while the MTF commander may allow contractor personnel to temporarily occupy non-critical sensitive positions pending National Agency Check (NAC), the employee will be immediately removed from the position if at any time the NAC receives unfavorable adjudication, or if other unfavorable information that would affect the NAC becomes known. This must be completed prior to the start of healthcare delivery. All documents will be submitted to the designated MTF Security Manager.

**1.6.10.4. Required Trainings.** All workers who will have an access to the Government computer shall complete the following trainings:

Swank Health:  
Non-Clinical Contractor  
PRP  
Third Party Collections

ADLS  
Human Relations  
Force Protection

Cyber Awareness  
Information Protection  
Suicide Prevention

Med Learn  
SAPR

JKO  
HIPAA

**1.6.10.5.** The contractor shall ensure that all contract 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 provide insurance coverage to vehicles listed below to meet or exceed limits established below:

¥ 30,000,000 or \$300,000 for bodily injury and ¥ 3,000,000 or \$30,000 for property damage

**1.6.10.6.** Contractor personnel shall comply with installation and 374 MDG personnel identification and access requirements. The contractor is responsible for absences of contractor personnel due to expired identification and access documents.

**1.6.10.7. Patient Sensitivity.** The contractor personnel shall respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships. Whenever the contractor personnel receives complaints, COR validates those, valid complaints will be forwarded to the CO for further action.

**1.6.10.8. Records, Files, Documents, Data, and Work Papers.** All records, files, documents, data and work papers provided by the government shall remain Government property. Contractor personnel will comply with all AFMS requirements for safe keeping, handling, release, and disposal of any of the above information. These AFMS requirements shall include, but are not limited to, limiting access to Government data, tracking information from origin to disposal, removal of personal identifiers and thoroughly destroying information when work is completed according to Federal Law and DoD regulations. If data is used or transmitted outside government facilities, the Contractor shall be responsible for all aspects of physical and operational security. Inside Government facilities, contractor personnel shall be responsible for following DoD and local directives regarding physical and operational security. Under no circumstances may any information or data used under this contract be transferred nor may work under this contract be performed outside the MTF.

**1.6.10.9.** The contractor shall be responsible for any keys issued by the government to contractor personnel for use in the MTF. The keys shall not be duplicated. The contractor shall be financially responsible for the replacement of any lost keys and any associated locks. Lost keys and/or locks shall be reported to the issuing party, Department Director, or COR immediately upon recognition of the loss. No unauthorized personnel shall be allowed entry into the locked area. Contract personnel shall lock all areas for which they possess a key when they are not

using the area and at the close of the work period. Contract personnel will be required to sign a hand receipt for assigned key.

**1.6.10.10. Removal of Contractor Personnel.** Contractor personnel shall be removed and barred from performance on this contract if the Government notifies the contractor that the employment or the continued employment of the individual is prejudicial to the interests or endangers the security of the United States of America to include but not limited to security deviations/incidents and credible derogatory information obtained on contractor personnel during the course of the contract period.

**1.6.10.11. Criminal Background Check Requirement.** The Contractor shall submit Criminal Background Check of Japanese employees issued by the Tokyo Metropolitan Police Department through Ministry of Foreign Affairs of Japan for CAC access to the Government computers.

#### **1.6.11. COORDINATION WITH OTHER CONTRACTORS:**

The government may award other contracts for additional work not prescribed in this contract. The contractor shall fully cooperate with such other contractors in performance of the requirement herein, and as directed by the CO and COR. The contractor shall not commit or permit any act, which will interfere with the performance of work by any other 374 MDG contractor.

#### **1.6.12. QUALITY CONTROL AND PERFORMANCE ASSESSMENT:**

##### **1.6.12.1. Quality Control**

The contractor is responsible for management and quality control actions necessary to achieve quality in the delivery of services. The contractor's Quality Control Program (QCP) shall be directly related to the requirements of this PWS. The QCP shall identify the contractor's processes for delivering the level of quality required in accordance with industry quality standards, define the expected results or outcome, and outline how those results will be achieved.

##### **1.6.12.2. Performance Assessment**

**1.6.12.2.1. Monitoring Performance.** During the course of the evaluation period, the COR will track contractor performance. At the end of the performance period, the COR will assess the contractor's performance in accordance with FAR 42.15 and report to the Contracting Officer for submission to the Contractor Performance Assessment Reporting System (CPARS).

**1.6.12.2.2. CPARS Assessment.** The COR will consider all pertinent information during the preparation of the contractor's performance assessment. The contractor will be afforded the opportunity to identify factual errors. The COR's assessment is not subject to negotiation and the COR will not engage in discussions with the contractor. Any errors identified by the contractor will be addressed by the Reviewing Official. A copy of the final performance assessment will be available in the Past Performance Information Retrieval System (PPIRS).

#### **1.6.13. PLACE OF PERFORMANCE:**

The services required by this procurement shall be performed primarily at the 374th Medical Group, Yokota Air Base, Japan and local medical facilities where patients are referred to from 374th Medical Group.

#### **1.6.14. INDEMNIFICATION.**

The contractor shall indemnify and hold harmless the Government and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person or property growing out of or attributable to any work performed under or related to the contract, regardless of whether such claims, losses, damages, actions, expenses, and/or liability may be attributable to the fault, failure, or negligence of the Contractor.

#### **1.6.15. PHASE IN AND PHASE OUT PERIODS:**

**1.6.15.1. Phase-In Period.** The Contractor shall develop comprehensive procedures for phasing in performance to the level prescribed and within the time allowed under the terms of this contract.

**1.6.15.1. 1.** The Contractor shall take all actions necessary for a smooth transition of the contracted operations. During this period the Contractor's management personnel will be permitted to observe functions on a non-interference basis, as approved by the CO.

**1.6.15.1. 2.** The Contractor shall recruit and hire necessary personnel; obtain all required certifications and clearances, including personnel security clearances and accomplish any necessary training to support the requirement of this contract.

**1.6.15.2. Phase-Out Period.** Thirty days prior to the completion of this contract (to include option periods), an observation period shall occur, at which time management personnel of the incoming workforce may observe operations and performance methods of the incumbent Contractor. This will allow for orderly turnover of facilities, equipment, and records and will help to ensure continuity of service. The incumbent Contractor shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the succeeding Contractor. The incumbent Contractor shall fully cooperate with the succeeding Contractor and the Government.

**1.6.15.2.1. Phase-Out Plan.** The incumbent Contractor shall establish and, when directed by the CO, implement a plan for the smooth and orderly transfer of contract responsibility to the successor Contractor. The incumbent Contractor's phase-out procedures shall not disrupt or adversely impact the day-to-day conduct of Government business.

#### **2. SERVICES SUMMARY (SS).**

<i><b>SS # and Performance Objectives</b></i>	<i><b>PWS Para</b></i>	<i><b>Performance Threshold</b></i>	<i><b>Inspection Method</b></i>
<b>SS 1: Position Requirements.</b> The Contractor shall maintain a	<b>1.5.2.</b>	No more than 1 valid customer complaints	

professional manner at all times in contact with 374 MDG staff, patients, outside businesses, and government representatives.		per month	Customer Complaints
<b>SS 2:</b> Translators shall support the MTF medical team with the completion of required administrative forms before, during, and after the physical medical transfer of the patient to host nation facilities.	<b>1.5.2.1.2.4.</b> <b>1.5.2.3.</b>	No missing and incomplete forms before and during transfer allowed per month	Periodic inspection
<b>SS 3:</b> Track patients' initial and follow-up appointments requiring escort and translation services.	<b>1.5.2.1.2.6.</b>	No missing initial and follow-up appointment tracking allowed per month	Periodic inspection
<b>SS 4:</b> The assigned translator shall make contact with patients referred to host nation facilities at least 48 hours prior to the scheduled appointment date. The assigned translator shall meet the patient for an escort. Escort patients to the host nation medical facility where patient is referred for care; coordinate services required; provide translation/interpretation services as required; and assist in the facilitation of medical care	<b>1.5.2.2.2.2.</b>	No missing contact allowed per month and incomplete requirements not allowed per month	Periodic inspection
<b>SS 5:</b> Completion of required medical reports and translation of documents.	<b>1.5.2.3.</b>	No more than 1 missing report by the deadline per month	Periodic inspection
<b>SS 6:</b> Time from call or notification in person to arrival and reporting to the 374 MDG Urgent Care Center shall not exceed 30 minutes.	<b>1.5.2.2.3.1.</b>	No missing timely arrival allowed per month	Periodic inspection

### 3. GOVERNMENT FURNISHED PROPERTY AND SERVICES

While performing work at 374 MDG facility the contractor will be provided office/work space. Contractor personnel will have access to computer/printer, facsimile machine, copy machine,



telephone, and all required supplies. Work areas provided for the use by Contractor personnel will present an orderly appearance. Contractor personnel shall ensure these areas are tidy and any decorative items present a professional, modest appearance in keeping with accepted 374 MDG standards. Office space will be shared with other members of the TOPA Flight. Additionally, the Government will provide the following equipment and services listed below:

**3.1. CELL PHONE.** The MTF will provide one (1) cell phone for on call services. The contractor shall provide means of communication for all other personnel in performance of this contract.

**3.2. FORMS.** The MTF will provide required Government forms used in the performance of services.

**3.3. IDENTIFICATION CARDS – ID BADGE AND CAC.** The Government will issue a hospital identification (ID) badge which must be worn at all times within the MTF. The ID badge must be visibly displayed between the shirt collar and the waist. A Common Access Card (CAC) will also be issued to allow the contractor access to necessary computer systems and to the base and the MTF during heightened security. Both cards must be carried by the individual at all times while working at the MTF. The contractor will surrender all identification to the MTF upon termination.

**3.4. SUPPLIES.** The MTF will provide supplies commonly used in the facility for performing the translation and liaison services.

**3.5. COMPUTER EQUIPMENT.** The MTF will provide computer equipment.

**3.6. EMERGENCY HEALTH CARE.** The MTF will provide emergency health care for contract personnel for injuries occurring while on duty in the MTF. These services will be billed to the Contractor.

#### **4. CONTRACTOR MANPOWER REPORTING REQUIREMENTS.**

**4.1.** IAW FY11 NDAA Section 8108, the contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this PWS via a secure data collection site. The contractor is required to completely fill in all required data fields at: <http://www.ecmra.mil>.

**4.1.1. REPORTING PERIOD.** Reporting inputs will be for the labor executed during the period of performance for each Government Fiscal Year (FY), which runs 1 October through 30 September. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October of each calendar year. Contractors may direct questions to the Contractor Manpower Reporting Application (CMRA) help desk.

**4.1.2. USES AND SAFEGUARDING OF INFORMATION.** Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

**4.1.3. User Manuals.** Data for Air Force service requirements must be input at the Air Force CMRA link. User manuals for contractors are available at the Army CMRA link at: <http://www.ecmra.mil>.

## **5. APPENDICES.**

Appendix A. Privacy of Protected Health Information  
Appendix B. Historical data (Number of Escort/Transfer)  
Appendix C. Abbreviations  
Appendix D. Government Furnished Property

## APPENDIX A

### 1. PRIVACY OF PROTECTED HEALTH INFORMATION

(a) *Definitions.* As used in this Business Associate Agreement:

*Individual* has 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 designee.

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

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

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

(f) The Contractor shall 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 shall 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 shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs pursuant to 45 CFR 164.526 at the request of the Government 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 Business Associate Agreement 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 Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation.

### **Specific Use and Disclosure Provisions**

(a) Except as otherwise limited in this Agreement, 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 Agreement, 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 Agreement, 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.

### **Termination**

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

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to this Business Associate Agreement 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 paragraph (2) below.

(2) If this contract does not have records management requirements, upon termination of this Contract, for any reason, the Contractor shall return documents less than six years old or destroy documents older than six years of 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.

**Miscellaneous**

(a) Regulatory References. A reference in this Agreement 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 Agreement shall survive the termination of this Contract.

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

**APPENDIX B-1**  
Historical Data (Number of Transfer)

FY 2015	
Month	Emergency Transfer
Oct 14	18
Nov 14	5
Dec 14	4
Jan 15	8
Feb 15	11
Mar 15	12
Apr 15	2
May 15	5
Jun 15	10
Jul 15	12
Aug 15	15
Sep 15	12
<b>Grand Total</b>	<b>114</b>

Date	Name of Japanese Facility	Transfer Start Time	Transfer Complete Time	Duration (Hours)
10/04/14	Minami Tama	8:00 AM	10:00 AM	2.00
10/05/14	St.Luke's	3:00 PM	2:00 AM	11.00
10/14/14	DMC	6:30 PM	9:00 PM	2.50
10/14/14	DMC	9:00 PM	11:00 PM	1.50
10/15/14	CMC	11:15 AM	12:00 AM	9.75
10/15/14	St.Luke's	4:15 PM	8:45 AM	16.5
10/17/14	Tokai University	4:00 PM	9:00 PM	5.00
10/17/14	Tokai University	9:00 PM	11:00 PM	2.00
10/19/14	CMC	11:45 AM	8:45 PM	9.00
10/22/14	St.Luke's	12:45 AM	4:15 PM	10.30

10/23/14	TMC	10:30 AM	9:30 PM	10.30
10/26/14	Ohme	7:00 AM	1:00 PM	6.00
10/26/14	Tokushukai	10:45 PM	4:00 AM	5.15
10/27/14	Kyosai	2:30 PM	9:15 PM	6.45
10/28/14	CMC	5:15 PM	12:30 AM	7.15
10/29/14	St. Luke's	10:15 AM	6:15 PM	8.00
10/30/14	St. Luke's	6:00 PM	1:00 AM	3.00
10/31/14	DMC	12:30 PM	8:00 PM	7.50
11/08/14	St.Luke's	12:15 PM	10:30 PM	10.25
11/09/14	Ome	5:30 PM	12:45 AM	7.25
11/12/14	DMC	2:00 PM	9:45 PM	7.75
11/20/14	Ome	2:15 PM	8:15 PM	6:00
11/22/14	DMC	7:30 AM	5:30 PM	8.50
12/08/14	St.Luke's	11:00 AM	7:00 PM	8.00
12/24/14	St. Luke's	6:30 PM	9:00 PM	2.50
12/24/14	St.Luke's	9:00 PM	8:00 AM	11.00
12/31/14	St.Luke's	11:15 AM	1:00 AM	12.45
01/06/15	DMC	9:45 AM	5:45 PM	8.00
01/10/15	CMC	5:30 PM	10:00 PM	4.30
01/10/15	Yokota hospital	5:30 PM	7:00 PM	1.50
01/11/15	St. Luke's	11:45 AM	12:00 AM	12.15
01/14/15	St. Luke's	2:45 PM	11:45 PM	9.00
01/15/15	Ohme	12:30 PM	5:30 PM	5.00
01/18/15	CMC	12:30 AM	1:30 AM	1.00
01/31/15	DMC	5:45 PM	11:30 PM	6.15
02/04/15	DMC	6:30 PM	10:00 PM	3.30
02/07/15	CMC	11:00 AM	5:30 PM	6.30
02/08/15	St. Luke's	12:15 PM	1:00 AM	11.45
02/10/15	UC Yokota	4:00 AM	4:15 AM	1.00
02/11/15	Ohme	9:00 PM	1:30 AM	4.30
02/15/15	St.Lukes	4:20 PM	10:20 PM	6.00
02/16/15	St Lukes	1:15 PM	10:00 PM	9.45
02/16/15	UC Yokota	12:30 AM	2:30 AM	2.00
02/18/15	DMC	11:45 AM	4:45 PM	5.00
02/27/15	Tokushukai	2:00 PM	9:00 PM	7.00
02/28/15	DMC	1:30 AM	7:00 AM	5.30
03/04/15	Kyosai	7:00 PM	9:00 PM	2.00
03/04/15	CMC	4:00 PM	7:30 PM	3.30
03/04/15	Kyosai	9:00 PM	12:45	2.45



			AM	
03/04/15	Tokushukai	9:30 PM	1:30 AM	4.00
03/07/15	Tachikawa Kyosai	11:50 AM	7:00 PM	7.10
03/08/15	St. Luke's	11:45 AM	10:00 PM	10:15
03/08/15	Tachikawa Kyosai	9:00 AM	2:00 PM	5.00
03/22/15	CMC	9:30 AM	9:00 PM	11:30
03/26/15	St. Luke's	4:10 PM	9:00 PM	4.50
03/26/15	St. Luke's	4:10 PM	3:15 AM	11.00
03/28/15	CMC	8:30 PM	7:00 AM	10.50
03/28/15	DMC	2:15 AM	8:45 AM	06:30
04/01/15	St.Luke's	12:10 AM	6:30 AM	06:20
04/22/15	DMC	10:45 AM	5:00 PM	6:15
05/06/15	CMC	12:00 PM	9:30 PM	9:30
05/07/15	Ohme	9:50 AM	6:35 PM	8:45
05/08/15	Ohme	9:00 AM	4:00 PM	7:00
05/13/15	DMC	2:15 AM	9:15 AM	6:30
05/17/15	DMC	4:00 PM	10:00 PM	6:00
06/01/15	DMC	7:30 AM	3:15 PM	6:15
06/01/15	Kyorin	6:45 PM	3:00 AM	8.15
06/09/15	St. Luke's	11:20 AM	7:00 PM	7:40
06/13/15	DMC	12:30 AM	7:00 AM	6:30
06/14/15	CMC	4:00 AM	11:00 AM	7:00
06/14/15	TMC	8:30 PM	6:00 AM	9:30
06/19/15	DMC	10:30 AM	9:30 PM	11:00
06/23/15	Ohme	11:00 AM	8:00 PM	9:00
06/26/15	Tachikawa Kyosai	2:00 PM	8:30 PM	6:30
06/30/15	St.Luke's	8:00 AM	5:00 PM	9:00
07/06/15	DMC	3:30 PM	9:00 PM	5:30
07/06/15	DMC	9:00 PM	9:30 PM	0:30
07/14/15	DMC	4:15 PM	9:15 PM	5:00
07/14/15	DMC	9:00 PM	2:00 AM	5.00
07/14/15	Ohme	2:40 PM	8:00 PM	5:20
07/20/15	DMC	9:15 AM	12:00 AM	8:15
07/20/15	None	9:00 PM	10:00 PM	1:00
07/21/15	CMC	5:00 PM	12:00 AM	7:00
07/24/15	Kyorin	9:00 PM	6:20 AM	9:20
07/24/15	Ohme	10:10 AM	6:15 PM	8:05
07/31/15	DMC	8:15 AM	3:10 PM	6:55
07/31/15	DMC	8:15 AM	3:15 PM	7:00

08/01/15	CMC	3:15 PM	9:00 PM	5:45
08/03/15	Ohme	1:05 PM	6:05 PM	5:00
08/04/15	Tokyo Medical	6:38 AM	12:38 PM	6:00
08/04/15	Tokyo Medical	12:38 AM	6:38 AM	6:00
08/08/15	Nihon	9:30 AM	10:30 AM	25.00
08/10/15	Ohme	10:00 AM	8:00 PM	10:00
08/10/15	TMC	4:30 PM	9:00 PM	4:30
08/10/15	TMC	9:00 PM	1:30 AM	4.30
08/13/15	Shinyurigaoka	5:15 AM	3:00 PM	9.45
08/21/15	CMC	7:45 AM	3:30 PM	7:45
08/22/15	Mejiro Dai 2 Hospital	9:45 AM	1:30 PM	3:45
08/26/15	Tokai University	9:00 PM	12:00 AM	3:00
08/26/15	Tokyo Medical	5:00 PM	9:00 PM	4:00
08/27/15	Kyorin	5:40 PM	3:00 AM	9:40
08/31/15	DMC	11:20 AM	10:00 PM	10:40
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09/07/15	TMC	4:30 AM	12:30 PM	8:00
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09/09/15	TMC	9:00 PM	1:30 AM	4:30
09/24/15	Ohme	12:00 AM	6:00 AM	6:00
09/26/15	Ohme	4:50 PM	10:00 PM	5:10
09/28/15	Kyorin	9:00 PM	10:00 AM	3:00
09/29/15	DMC	3:00 AM	12:00 AM	7:00
09/29/15	Kyorin	5:00 PM	9:00 PM	4:00
09/30/15	St. Luke's	2:00 PM	9:00 PM	7:00
09/30/15	St. Luke's	9:00 PM	10:00 PM	1:00
TOTAL				438.55

**APPENDIX B**  
Historical Data (Number of Escort)

\*See the attached **APPENDIX B-2**

## **APPENDIX C**

### **Abbreviations**

CMC	Tokyo Metropolitan Children's Medical Center
TMC	Tokyo Medical Tama Medical Center
TMU	Tokyo Medical University Hachioji Medical Center
NCCHD	National Center for Child Health and Development
DMC	Disaster Medical Center
RMC	Referral Management
CM	Case Manager

## **APPENDIX D**

### **Government Furnished Property**

While performing work at 374 MDG facility the contractor will be provided office/work space. Contractor personnel will have access to computer/printer, facsimile machine, copy machine, telephone, and all required supplies. Work areas provided for the use by Contractor personnel will present an orderly appearance. Contractor personnel shall ensure these areas are tidy and any decorative items present a professional, modest appearance in keeping with accepted 374 MDG standards. Office space will be shared with other members of the TOPA Flight. Additionally, the Government will provide the following equipment and services listed below:

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- 5. COMPUTER EQUIPMENT.** The MTF will provide computer equipment.