

PROGRAM TITLE TERM ITEM NO.	1562-S Front & Center Print and Mailing August 5, 2019 through June 30, 2020 DESCRIPTION	BASIS OF AWARD	AJ Images Edison, NJ		Data Recognition Corp Maple Grove, MN		Intellicor Printing Co. Lancaster, PA		IPG/Crabar South Elgin, IL		Production Jacksonville, IL	
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I.	COMPLETE PRODUCT:											
(a)	Makeready and/or Setup...per issue	3	\$594.88	\$1,784.64	\$150.00	\$450.00	\$337.77	\$1,013.31	\$250.00	\$750.00	\$150.00	\$450.00
(b)	Running Per 1000 copies...per issue	72	\$66.45	\$4,784.40	\$158.28	\$11,396.16	\$67.60	\$4,867.20	\$94.88	\$6,831.36	\$137.44	\$9,895.68
II.	ADDITIONAL OPERATIONS:											
(a)	Hard Copy Proofs....per issue	1	\$20.00	\$20.00	\$225.00	\$225.00	\$48.96	\$48.96	\$120.00	\$120.00	\$115.00	\$115.00
(b)	PDF "Soft" Proofs....per issue	2	\$11.00	\$22.00	\$150.00	\$300.00	\$10.25	\$20.50	\$25.00	\$50.00	\$100.00	\$200.00
	<b>CONTRACTORS TOTALS</b>			<b>\$6,611.04</b>		<b>\$12,371.16</b>		<b>\$5,949.97</b>		<b>\$7,751.36</b>		<b>\$10,660.68</b>
	<b>PROMPT PAYMENT DISCOUNT</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>2.00%</b>	<b>\$119.00</b>	<b>1.00%</b>	<b>\$77.51</b>	<b>0.25%</b>	<b>\$26.65</b>
	<b>DISCOUNTED TOTALS</b>		<b>NET</b>	<b>\$6,611.04</b>	<b>NET</b>	<b>\$12,371.16</b>	<b>20 DAYS</b>	<b>\$5,830.97</b>	<b>20 DAYS</b>	<b>\$7,673.85</b>	<b>20 DAYS</b>	<b>\$10,634.03</b>

**AWARDED**

Abstracted by: Teri Shoffstall 07/23/2019

Verified by: Linda Price 07/24/2019

Contract Awarded To: Intellicor Printing Co.

FILE COPY



July 17, 2019

This is Amendment No. 1. The specifications in our invitation for quote on Program 1562-S, scheduled for opening at 2:00 p.m. on July 17, 2019, are amended as follows:

1. Change the quote opening date to July 22, 2019.
2. On page 9 of the contract specifications, under "All Proofs", in the first sentence of the first paragraph, before "address", add "Butler, PA".
3. On page 9 of the contract specifications, under "Stock/Paper", change 60 lbs. basis weight to 70 lbs. basis weight.
4. On page 10 of the contract specifications, under "Preparation for Mailing", in the last sentence of the second paragraph, after "address positioning", add "and sealing", and after the last sentence of the second paragraph, add "Contractor's option for sealing provided USPS regulations are met."

All other specifications remain the same.

If amendment is not acknowledged on quote, direct acknowledgement to:

U.S. Government Publishing Office  
Columbus Regional Office  
1335 Dublin Road, Suite 112-B  
Columbus, OH 43215-7034

Amended quote or acknowledgement must be submitted using the method(s) specified in the solicitation for quote submission. Telephone or e-mail submission is not permitted. Fax acknowledgement to (614) 488-4577 is permitted.

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO QUOTE OPENING. Failure to acknowledge receipt of amendment, by amendment number, prior to quote opening time, may be reason for quote being declared nonresponsive.

Sincerely,

  
WILLIAM M. LANSKY  
Contracting Officer

**FILE COPY**

THIS PROCUREMENT IS BEING SOLICITED AS A SMALL PURCHASE REQUEST FOR QUOTATION (RFQ). THE SEALED BIDDING TERMINOLOGY AS USED THROUGHOUT THESE SPECIFICATIONS IS SYNONYMOUS WITH THEIR NEGOTIATED PROCUREMENT COUNTERPARTS UNLESS SPECIFICALLY STATED OTHERWISE. NEGOTIATED PURSUANT TO 41 U.S.C. 5(1).

U.S. GOVERNMENT PUBLISHING OFFICE

Columbus, Ohio

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Front & Center Print and Mailing

As requisitioned from the U.S. Government Publishing Office (GPO) by the

VA Butler Healthcare – Butler, PA

Single Award

2019 JUL -1 AM 10:16  
REG. MAIL OFFICE  
GPO CONTRACTS

*RLW*

**TERM OF CONTRACT**

The term of this contract is for 1 year (base year period of Date of Award through June 30, 2020) and up to 4 option year periods (July 1, 2020 through June 30, 2021, July 1, 2021 through June 30, 2022, July 1 2022 through June 30, 2023, and July 1, 2023 through June 30, 2024). Special attention is directed to the following provision and clauses in Section 1 of this contract: "Option to Extend Term of Contract", and "Economic Price Adjustment."

**SUBMIT QUOTE TO**

U.S. Government Publishing Office, Columbus Regional Office, 1335 Dublin Road, Suite 112-B, Columbus, OH 43215. Quote must be clearly marked on the outermost envelope/package with company name and address of the bidder, program number, and quote date. Bidder's option to telefax quote to Columbus RO, (614) 488-4577. **Telegraphic and e-mail quotes transmitted to GPO offices WILL NOT be considered. GPO personnel WILL NOT validate receipt of any bid prior to bid opening. Quotes must be received by the below date and time, late quotes will not be considered.**

QUOTES ARE REQUESTED BY: 2:00 p.m., prevailing Columbus, Ohio time **July 17, 2019**

**BIDDERS PLEASE NOTE**

- Bidders are cautioned to familiarize themselves with all provisions of this contract before bidding.
- The GPO 910 "BID" Form is no longer required. Bidders are to fill out, sign/initial, as applicable, all pages of SECTION 4. – SCHEDULE OF PRICES.
- GPO has issued a new GPO Publication 310.2, GPO Contract Terms – Solicitations Provisions, Supplemental Specifications, and Contract Clause (Rev. 1-18). Prospective bidders should carefully read this publication as the applicable terms within become an integral part of this contract. The document is posted at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> along with a list of major revisions.
- This is a new contract. Abstract of similar contract, Program 2567-S, are available at <https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>.
- For information of a technical nature call Linda Price at (614) 488 4616, ext. 7 (No collect calls).

**FILE COPY**

## **PRIVACY ACT**

(a) The contractor agrees:

- (1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;
- (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
- (3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
- (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

## **EXTENSION OF TERM OF CONTRACT**

At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

## **OPTION TO EXTEND TERM OF CONTRACT**

The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed 5 years (**June 30, 2024**) as a result of, and including, any extension(s) added under this clause.

1. Most recent profit and loss statement
2. Most recent balance sheet
3. Statement of cash flows
4. Current official bank statement
5. Current lines of credit (with amounts available)
6. Letter of commitment from paper supplier(s)
7. Letter of commitment from any subcontractor

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential, and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

### **ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS**

A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

### **ORDERING**

Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **Date of Award through June 30, 2020** plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

### **REQUIREMENTS**

This is a requirements contract for the items and for the period specified herein. Shipment/Delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor(s) all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor(s), requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor(s) within the time specified in the order, and the rights and obligations of the contractor(s) and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

**SECTION 2. – SPECIFICATIONS**

**SCOPE**

These specifications cover the production of a news flier requiring such operations as reproducibles, proofs, printing in 4-color process, binding, and mailing.

**TITLE**

Front & Center Print and Mailing

**FREQUENCY OF ORDERS**

Anticipate 3 to 4 orders per year

**QUANTITY**

20,000 to 30,000 copies per order.

**NUMBER OF PAGES**

Face and Back

**TRIM SIZE**

8-1/2 x 11”

**NO QUANTITY VARIATION ALLOWED.**

**GOVERNMENT TO FURNISH**

At Government’s option, electronic files will be furnished via e-mail or contractor maintained FTP site. Files created on Mac 10.5 in InDesign CS3, Illustrator CS3, and Photoshop CS3. File will be provided as high resolution PDF files. All fonts, custom letter spacing/kerning files are included. File will be formatted to include text, rules, line art, screens, illustrations and scanned halftones in final layout format. Color I.D. is CMYK. Bleeds have been provided.

Distribution list provided in Excel on CD. File is password protected and encrypted. CD delivered f.o.b. contractor’s city via priority mail express with signature confirmation required.

**ELECTRONIC PREPRESS**

Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to Columbus GPO Contracting Officer prior to further performance.

The contractor is responsible for creating or altering any necessary trapping, setting proper screen angles and screen frequency, and defining file output selection for the imaging device being utilized. All furnished files must be imaged as necessary to meet the assigned quality level.

Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

## **PDF “SOFT” PROOFS**

When indicated on the individual print order, contractor to submit one “Press Quality” PDF soft proof (for content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof to be submitted via e-mail provided on the individual print order or contractor maintained FTP site. Contractor must call the individual indicated on the print order to confirm receipt.

## **ALL PROOFS**

Submit proofs (hard copy and PDF “soft” proofs) together with the furnished media (including visual when applicable), GPO proof memo, and a prepaid airbill (hard copy proofs only) to the address indicated on the individual print order. All packages/e-mails containing proofs must be clearly marked on the outside of the package or in the Subject line of the e-mail as “PROOFS”, and contain the GPO Program and Print Order numbers and publication title.

If any contractor’s errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications. In the event proofs are disapproved by the Government, or the contractor fails to submit proofs in a sufficient amount of time to meet the delivery schedule, the contractor may be deemed to have failed to make progress, and is subject to the termination for default clause.

However, failure of the Government to terminate the contract for default in such event shall not relieve the contractor of the responsibility to deliver the contract quantities in accordance with the original production schedule allotted in the specifications.

When errors are caused by the Government and the Government deems it necessary to require additional set(s) of revised proofs, an additional workday in the Schedule will be allowed.

The contractor must not print prior to receipt of an “OK to Print” by the Government.

## **STOCK/PAPER**

The specifications of all stock/paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 12” dated March 2011, available at: <https://www.gpo.gov>.

Color of paper furnished shall be of a uniform shade by visual inspection of the production run. The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs within the production run.

White Opacified Offset Book, basis weight: 60 lbs per 500 sheets, 25 x 38”, equal to JCP Code A80. The requirement for postconsumer fiber (as specified in the Government Paper Specification Standards No. 12) for this contract is waived; however, the addition of post-consumer fiber is encouraged provided that the requirements of this Standard are met. All other attributes remain the same.

## **PRINTING**

Print head to head in 4-color process, medium to heavy coverage consisting of type, reverses, line art, and illustrations. Critical registration.

### **SCHEDULE**

Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO 2511) which will be sent via e-mail or FTP. Mailing addresses to be sent on CD f.o.b. contractor's city via government contract small courier.

Anticipate material will be available the first week of the publication month or the last week of the preceding month.

The department will notify the contractor when furnished material and print order are available. Contractor will confirm receipt of GPO Form 2511 and electronic files within 30 minutes after notification.

The schedule begins upon receipt of GPO Form 2511 (print order) and furnished material. Complete production and mailing up to 20 workdays after receipt of GPO Form 2511 (print order) and furnished material.

Government will hold proofs for 1 to 2 workdays. Proofs must be submitted to the Government in sufficient time to meet the schedule requirements of each print order.

The ship/delivery date indicated on the print order is the date f.o.b. contractor city copies must be entered into the postal system.

### **RECEIPT FOR DELIVERY**

Contractor must furnish its own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.



**SECTION 4. – SCHEDULE OF PRICES**

Bids offered are f.o.b. contractor’s city for all mailings.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered.

Prices must include the cost of all required materials and operations in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid), NA (Not Applicable), or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production. Fractional parts of 1,000 will be prorated at the per 1,000 rate.

**I. COMPLETE PRODUCT:** Prices shall include the cost of all required materials and operations necessary for the complete production and delivery of the product listed in accordance with these specifications with the exception of Item II. Additional Operations.

(a) Makeready and/or Setup Charges ..... per issue ..... \$ \_\_\_\_\_

(b) Running per 1,000 Copies ..... per issue ..... \$ \_\_\_\_\_

**II. ADDITIONAL OPERATIONS:** Prices offered for each of the following items must include the cost of all required materials and operations necessary in accordance with these specifications.

(a) Hard Copy Proofs ..... per issue ..... \$ \_\_\_\_\_

(b) PDF “Soft” Proofs ..... per issue ..... \$ \_\_\_\_\_

\_\_\_\_\_  
(Initials)

***RETURN THIS PAGE TO GPO COLUMBUS RO, COLUMBUS, OH***

**EXHIBIT 1: VHA BUSINESS ASSOCIATE AGREEMENT**

**BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF  
VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, <INSERT  
FACILITY NAME>, AND <COMPANY/ORGANIZATION>**

**Purpose.** The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA), Veterans Health Administration (VHA), <Insert Facility Name> and <Company/Organization> in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules ("HIPAA Rules"), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

**Scope.** Under this Agreement and other applicable contracts or agreements, <Company/Organization> will provide <BRIEFLY DESCRIBE SERVICES (i.e., medical device, transcription, publishing)> services to, for, or on behalf of <Insert Facility Name>.

In order for <Company/Organization> to provide such services, <Insert Facility Name> will disclose PHI to <Company/Organization>, and <Company/Organization> will use or disclose PHI in accordance with this Agreement.

**Definitions.** Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

"Business Associate" shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to <Company/Organization>, including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

"Covered Entity" shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to <Insert Facility Name>.

"Protected Health Information" or "PHI" shall have the same meaning as described at 45 C.F.R. § 160.103. "Protected Health Information" and "PHI" as used in this Agreement include "Electronic Protected Health Information" and "E PHI." For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

"Subcontractor" shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a

**BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF  
VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, <INSERT  
FACILITY NAME>, AND <COMPANY/ORGANIZATION>**

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to the **<Insert local VHA Privacy Officer's name(s) and email address(es)>** and to the VHA Health Information Access Office, Business Associate Program Manager by email at [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov).

(3) Business Associate shall not notify individuals or the Department of Health and Human Services directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

(1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF  
VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, <INSERT  
FACILITY NAME>, AND <COMPANY/ORGANIZATION>

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF  
VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, <INSERT  
FACILITY NAME>, AND <COMPANY/ORGANIZATION>

10. Effective Date. This Agreement shall be effective on the last signature date below.