**DATA USE AGREEMENT WITH FEDERAL ENTITIES**

FOR DATA FROM THE DEPARTMENT OF VETERANS AFFAIRS (VA), VETERANS HEALTH ADMINISTRATION (VHA) TO THE <INSERT NAME OF FEDERAL ENTITY> FOR <INSERT PROJECT NAME>

Purpose:
This Agreement establishes the terms and conditions under which the Department of Veterans Affairs, VHA <INSERT FACILITY/PROGRAM OFFICE> will provide, and <INSERT NAME OF FEDERAL ENTITY> will use VHA individually identified information/VHA protected health information (VHA III/PHI).

References and Authorities:
- The Privacy Act of 1974, 5 U.S.C. § 552a, as amended
- The Health Insurance Portability and Accountability Act of 1994, Pub. L. 104-191
- Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information (HIPAA Privacy and HIPAA Security Rules), 45 C. F. R. §§ 160, 164.
- Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements for Cryptographic Modules," May 25, 2001
- The HITECH Act, Pub. L. 109-1
- System of Records Notice (SORN) <INSERT VHA SORN NUMBER>, <INSERT NAME OF VHA DATABASE and (DATE and FEDERAL REGISTRY CITATION NUMBER)>
- System of Records Notice (SORN) <INSERT FEDERAL ENTITY SORN NUMBER>, <INSERT NAME OF FEDERAL ENTITY DATABASE and (DATE and FEDERAL REGISTRY CITATION NUMBER)>

TERMS OF THE AGREEMENT:

1.   This Agreement is by and between VHA <INSERT FACILITY/PROGRAM OFFICE> and the <INSERT NAME OF FEDERAL ENTITY>

2.   This Agreement supersedes any and all agreements between the parties with respect to the transfer and use of data for the purpose described in this agreement, and pre-empts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any other prior communication with respect to the data and activities covered by this Agreement.

3.   The VHA <INSERT FACILITY/PROGRAM OFFICE NAME> will transfer to <INSERT NAME OF FEDERAL ENTITY PROGRAM OFFICE RECEIVING INFORMATION>, through <DESCRIBE SECURE MEANS OF TRANSFER>, any and all related data for:
- <INSERT PURPOSE>;
- <INSERT ADDITIONAL PURPOSE>.

VHA III/PHI to be transferred from VHA <INSERT VHA PROGRAM OFFICE> to the <INSERT NAME OF FEDERAL ENTITY> may include, but is not limited to:

- <NAME DATA ELEMENTS>

4.   VHA will retain ownership of the original data and the Federal agency will receive a copy. Data transferred under this agreement becomes the property of <INSERT NAME OF FEDERAL ENTITY>.  The data shall be treated by <INSERT NAME OF FEDERAL ENTITY> in the same manner as other individually identifiable information maintained under the Privacy Act by <INSERT NAME OF FEDERAL ENTITY>.  The data will be incorporated into <INSERT NAME OF FEDERAL ENTITY> Privacy Act Systems of Records (SOR) "<INSERT NAME OF FEDERAL ENTITY DATABASE>" (<INSERT SORN NUMBER OF FEDERAL ENTITY DATABASE>).The following named individuals are designated as Technical Representatives of VHA, and the <INSERT NAME OF FEDERAL ENTITY>, who will arrange for transfer of the VHA III via <DESCRIBE SECURE MEANS OF TRANSFER> to the <INSERT NAME OF FEDERAL ENTITY> for their use. The <INSERT NAME OF FEDERAL ENTITY> Technical Representative will be responsible for complying with all conditions of use and for establishment and maintenance of security arrangements to prevent unauthorized use or disclosure of the data provided under this agreement. <INSERT NAME OF FEDERAL ENTITY> agrees to notify VHA within 15 days of any change of circumstances affecting the ability of the <INSERT NAME OF FEDERAL ENTITY> to comply with terms of this agreement.

Technical Representative for <INSERT NAME OF FEDERAL ENTITY>:
<INSERT NAME, PHONE NUMBER AND EMAIL OF FEDERAL ENTITY TECHNICAL REPRESENTATIVE>

Technical Representative for VHA:
<INSERT NAME, PHONE NUMBER AND EMAIL OF VHA TECHNICAL REPRESENTATIVE>

5.   The following named individuals are designated as their agencies' Points of Contact for performance with the terms of the Agreement.  All questions of interpretation or compliance with the terms of this Agreement should be referred to the officials named below.

Point-of-Contact on behalf of <INSERT NAME OF FEDERAL ENTITY>:

<INSERT NAME, PHONE NUMBER AND EMAIL OF FEDERAL ENTITY POC>
Point-of-Contact on behalf of VHA:

<INSERT NAME, PHONE NUMBER AND EMAIL OF VHA POC>

6.   The VHA III provided to <INSERT NAME OF FEDERAL ENTITY> under this Agreement will be covered by the Privacy Act SOR "INSERT SOR NAME Although <INSERT NAME OF FEDERAL ENTITY> will own the copy of VHA III/ PHI transferred under this Agreement, it agrees not to disclose the VHA III/ PHI to any person outside the <INSERT NAME OF FEDERAL ENTITY> except as required by law. pursuant to a Freedom of Information Act (FOIA) request, as authorized by Federal statute or regulation,  <INSERT VHA SORN NAME AND NUMBER> or pursuant to a court order from a court of competent jurisdiction.

7.  <INSERT NAME OF FEDERAL ENTITY PROGRAM OFFICE> will provide appropriate administrative, technical, and physical safeguards to ensure the confidentiality and security of the data covered by this Agreement and to prevent unauthorized use or access to it.  As a component of a federal agency, <INSERT NAME OF FEDERAL ENTITY PROGRAM OFFICE> will conform to the applicable Federal Information Processing Standards (FIPS) and Special Publications developed by the National Institute of Standards and Technology and, the common information security laws and regulations, such as the Federal Information Security Management Act (FISMA).  The use of unsecured telecommunications, including the Internet, to transmit individually-identifiable or deducible information derived from VHA III/ PHI covered by this Agreement is prohibited, unless VHA and <INSERT NAME OF FEDERAL ENTITY> agree to transmit any data in an encrypted form which meets the encryption requirements of FIPS 140-2.

8.  In the event <INSERT NAME OF FEDERAL ENTITY> as the data owner determines or reasonably believes that an unauthorized disclosure of the data shared in this Agreement has occurred, <INSERT NAME OF FEDERAL ENTITY> will follow all appropriate breach protocols as required by Federal law.  developed under FISMA and statutory protocols under <INSERT THE CORRECT AUTHORITY i.e., HIPAA, HITECH, and title 38 OR THE OMB REQUIREMENTS ON ALL FEDERAL AGENCIES\>, which include but are not limited to the following:  (1) Immediately notifying its Privacy Officer/Chief Information Officer of the potential breach; (2) Working with its breach response program to investigate and assess the nature and scope of the breach and taking all appropriate actions;  (3) Identifying all individuals involved who are the subject of the breach; and (4) Providing all necessary notifications to the individuals involved as required by <INSERT APPROPRIATE LANGUAGE FROM ABOVE> and [INSERT NAME OF FEDERAL ENTITY] policy.  [INSERT NAME OF FEDERAL ENTITY] will immediately notify VHA of any identified potential breaches and will share findings of the breach investigation and remediation activities with VHA in a timely manner.  After notification of a breach, VHA may request [INSERT NAME OF FEDERAL ENTITY] perform a security and privacy compliance assessment to ensure adequate processes are in place for the protection of the data.  [INSERT NAME OF FEDERAL ENTITY] agrees to share all findings from the security and privacy compliance assessment with VHA.

9.  Authority for <INSERT PROGRAM OFFICE> to share this data for the purpose indicated is under this Agreement are as follows: HIPAA Privacy Rule provision <45 CFR INSERT LEGAL CITATION>, the Privacy Act is [INSERT LEGAL CITATION OR ROUTINE USE FROM THE APPLICABLE PRIVACY ACT SYTEM OF RECORD] and 38 USC 5701(b)(3)  <IF THIS STATUTE IS APPLICABLE> and 38 USC 7332 <INSERT LEGAL CITATION, IF THIS STATUTE IS APPLICABLE>.

10. The terms of this Agreement can be changed only by a written modification of the agreement by the agency signatories (or their designated representatives) to this Agreement or by the parties adopting a new agreement in place of this Agreement.

11. This Agreement may be terminated by either party, at any time, and for any reason upon 30 days written notice from the terminating party to the other party.

12. On behalf of VHA and <INSERT NAME OF FEDERAL ENTITY>, each undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

_____                    _____

<INSERT NAME OF FEDERAL ENTITY SIGNER>            Date
<INSERT TITLE OF FEDERAL ENTITY SIGNER>
<INSERT PROGRAM OFFICE OF FEDERAL ENTITY>
<INSERT NAME OF FEDERAL ENTITY>


_____                    _____

<INSERT NAME OF VHA SIGNER>                        Date
<INSERT TITLE OF VHA SIGNER>
<INSERT VHA PROGRAM OFFICE>
Veterans Health Administration


Concur/Non-Concur:


_____

<INSERT NAME OF VHA FACILITY/PROGRAM OFFICE ISO>


_____

Signature and Date


Concur/Non-Concur:


_____

<INSERT NAME OF VHA FACILITY/PROGRAM OFFICE PRIVACY OFFICER>


_____

Signature and Date