Data Transfer Agreement

Between

Department of Veterans Affairs

Veterans Benefits Administration

and

External Claims Submission Business Partner

September 26, 2012

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I. PARTIES

This Data Transfer Agreement (DTA) is made between the Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA) and External Submission Business Partner collectively, the Parties. Hereinafter, the Parties will be individually referred to as VBA and External Claims Submission Business Partner.

II. PURPOSE

The purpose of this DTA is to establish the terms and conditions under which External Claims Submission Business Partner will provide certain data to VBA for the express use and under the express authority as set forth below.

III. SUPERCESSION

This is the first DTA between the Parties concerning the exchange of data as detailed below.

IV. DATA DESCRIPTION & USAGE

The Department of Veterans Affairs (VA) currently receives a large number of Veteran claims and evidence is submitted and managed by External Claims Submission Business Partners acting on behalf of Veterans by way of a Power of Attorney (POA) relationship. Currently, all of External Claims Submission Business Partner managed claims and evidence is sent as paper submissions to VA. To better manage Veteran claims, many of the large External Claims Submission Business Partners and U.S. Departments of Veteran Affairs at the State Level (USDVA) organizations have partnered with software vendors to develop/implement claims management systems.

D2D is a data delivery service that enables External Claims Submission Business Partners to electronically submit data and related attachments from their claim management systems to VA systems using a standardized and centralized method. New and updated forms support across all the VBA Lines of Business (LOB) using a standard National Information Exchange Model (NIEM) based technical specification to ensure adherence to VA regulations and policies in a timely and efficient manner.

VBA will provide External Claims Submission Business the Claim ID number. The data provided by the External Claims Submission Business Partner will contain personally identifiable information (PII) and will be protected by VA in accordance with VA directive and Handbook 6500, and NIST SP, 800-53, *Recommended Security Controls for Federal Information Systems and Organization*.

V. AUTHORITY

[Site the System of Record (SOR) authority and routine use number for VBA. Add the THIRD PARTY'S SOR if it's another Federal Agency, as appropriate.]

A. Legal Authority for the Analysis

[Add the Public Law if appropriate]

B. Applicable System of Records

[For example, VBA uses the following SOR - The authority for VBA to share data for the purpose indicated under the Privacy Act is Routine Use #60 of VBA's System of Records, "Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records – VA" (58VA21/22/28), published at 74 Fed. Reg. 29,275 (June 19, 2009), last amended at 75 Fed. Reg. 22,187 (April 27, 2010).

VBA will not disclose medical information in claims files that is protected by 38 U.S.C. §7332, relating to drug abuse, alcoholism, or alcohol abuse, infection with the Human Immunodeficiency Virus (HIV) or sickle cell anemia, without the prior written authorization from the Veteran or his/her authorized representative.]

VI. DESIGNATED POINTS OF CONTACT

The persons identified below are designated as the Parties' points of contact (POCs) for the performance of the terms of this DTA. Any questions of interpretation or compliance with the terms of this DTA should be referred to one or more of the following POCs:

VBA

Coordination, Memorandum of Understanding (MOU), and Information Security Issues

Name
Position title
Department of Veterans Affairs
Veterans Benefits Administration, Office of Resource Management
1800 G Street, NW
Washington, DC 20009
Phone: (xxx) xxx-xxxx
[email address]

Name
Position title
Department of Veterans Affairs
Veterans Benefits Administration, Office of Resource Management
1800 G Street, NW
Washington, DC 20009

VII. DATA EXCHANGE METHOD & RESPONSIBILITIES OF THE PARTIES

<u>External Claims Submission Business Partner will:</u>

1. Transfer Veteran data in support of claims;
2. Receive Claim ID number.

<u>VBA will:</u>

1. Provide External Claims Submission Business Partner with Claim Identification (ID) number;
2. Accept electronic veteran claim data and supporting evidence according to VA specifications;
3. Validate the format and content of data transmissions;
4. Deliver data to the appropriate internal VA system to establish the benefit claim request.

VIII. SECURITY SAFEGUARDS & UNAUTHORIZED USE OR DISCLOSURE OF DATA

A. Security Safeguards

External Claims Submission Business Partner will establish appropriate administrative, technical, and physical safeguards in accordance with VA Directive and Handbook 6500, Information Security Program, to ensure the confidentiality and security of data and to prevent unauthorized use or access to it.

External Claims Submission Business Partner agrees that data will not be transmitted in any way without first being encrypted as provided above and redacted pursuant to VBA's privacy requirements.

Jessica Carriveau
Network Information Security Officer
Department of Veterans Affairs
727-319-5954
VA's NETWORK ISO SHARED MAILBOX: vba.networkisos@va.gov

Ray Tellez
Office of Business Process Integration
Deputy Director
Department of Veterans Affairs
202-461-9797
Ray.Tellez@va.gov

The Network Information Security Officer will promptly determine whether the incident warrants escalation and comply with the escalation requirements for responding to security incidents.

IX. EFFECTIVE DATE, DURATION, & MODIFICATIONS OF DTA

This DTA will become effective on the date it is signed by the final signatory. The Parties will sign this DTA before any data is provided to VBA. It will remain in effect for the duration of the D2D MOU, or until it is terminated, and whichever comes first.

This DTA may be terminated by either one of the Parties at any time for any reason through the provision of a ten (10)-day written notice of termination to the other party.

Prior to expiration or termination, the DTA may be renewed by mutual agreement of the Parties. The newly signed agreement should explicitly supersede this DTA, which should be referenced by title and date. Prior to expiration or termination, this DTA may be modified and/or extended only through a written addendum that is mutually agreed upon and executed by the Parties.

X.   SIGNATORIES

We, the undersigned, mutually agree to the terms of this DTA and attest that we are each authorized to enter into this DTA on the behalf of our respective Parties. This document will be executed on separate signature pages.

Veterans Benefits Administration:

_____

Thomas J. Murphy   **Date**
Director
Compensation Service

_____

David L McLenachen   **Date**
Director
Pension and Fiduciary Service

_____ **Date**

VRM Program Management Office
[Indicate for Program Offices, as appropriate]

_____ _____
Bradley Houston   **Date**
Director
Office of Business Process Integration

External Claims Submission Business Partner

_____

[Name]   **Date**
[Title]
[THIRD PARTY NAME]

_____

[Name]   **Date**
[Title]
[THIRD PARTY NAME]