**DATA USE AGREEMENT FOR LIMITED DATA SET**

This Data Use Agreement (“Agreement”), effective as of (“Effective Date”), is entered into by and between (“Recipient”) and Tarrant County Hospital District d/b/a JPS Health Network (“Covered Entity”). The purpose of this Agreement is to provide Recipient with access to a Limited Data Set (“LDS”) for **use in responding to Covered Entity’s *Request for Proposals #20241221575 Medical Administrative Services and EPO Network*** (the “Purpose”) in accord with the HIPAA Regulations.

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the “HIPAA Regulations” codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.
2. Preparation of the LDS. Covered Entity shall prepare and furnish to Recipient a LDS in accord with the HIPAA Regulations. **NOTICE: The data cannot include any of the following “Prohibited Identifiers” of a patient or of relatives, employers, or household members of the patient: Names; postal address information other than towns, cities, states, and zip codes; telephone and fax numbers; email addresses, URLs, and IP addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate and license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; biometric identifiers (such as voice and fingerprints); and** **full face photographs or comparable images.**
3. Minimum Necessary Data Fields in the LDS. In preparing the LDS, Covered Entity or its Business Associate shall include the data fields specified by the parties from time to time, which are the minimum necessary to accomplish the purpose set forth in Section 5 of this Agreement.
4. Responsibilities of Recipient. Recipient agrees to:
	1. Use or disclose the LDS only as permitted by this Agreement or as required by law;
	2. Use appropriate safeguards to prevent use or disclosure of the LDS and any data contained therein other than as permitted by this Agreement or required by law;
	3. Report to Covered Entity, through its Privacy Officer, any access, use, or disclosure of the LDS or any data contained therein of which it becomes aware that is not permitted by this Agreement or required by law, including the presence of prohibited identifiers in the LDS;
	4. Require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure of the LDS that apply to Recipient under this Agreement; and
	5. Not identify the information or use the information in the LDS, alone or in combination, to contact the individuals who are data subjects.
5. Permitted Uses and Disclosures of the LDS. Recipient may use and/or disclose the LDS only for the Purpose described in this Agreement or as required by law.
6. Term and Termination.
	1. Term. The term of this Agreement shall commence as of the Effective Date and terminate 1 year from Effective Date.
	2. Termination by Recipient. Recipient may terminate this agreement at any time by notifying the Covered Entity and returning or destroying the LDS.
	3. Termination by Covered Entity. Covered Entity may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient. Recipient will return or destroy the LDS promptly after receipt of such notice.
	4. For Breach. Covered Entity shall provide written notice to Recipient within ten (10) days of any determination that Recipient has breached a material term of this Agreement. Covered Entity shall afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Covered Entity.
	5. Upon Completion of Purpose. This Agreement shall automatically terminate, and Recipient shall promptly destroy all LDS, upon receipt of a notice from Covered Entity that (i) Covered Entity proposes to award any vendor a contract in relation to the solicitation referred to in the Purpose or that (ii) Covered Entity does not intend to award any vendor a contract in relation to the solicitation referred to in the Purpose.
	6. Effect of Termination. Sections 1, 4, 5, 6(f) and 7 of this Agreement shall survive any termination of this Agreement under subsections c or d. Upon expiration or termination of this Agreement for any reason, Recipient and its subcontractors and agents shall no longer be permitted to receive or use any information in the LDS.
7. Relief. Recipient agrees that the breach or threatened breach of this Agreement may cause irreparable harm to Covered Entity and/or individuals, that Covered Entity may not have an adequate remedy at law, and that Covered Entity shall therefore be entitled to injunctive or other equitable relief to enforce this Agreement without obligation to post a bond.
8. Miscellaneous.
	1. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties’ obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 6.
	2. Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.
	3. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.
	4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
	5. No Assignment. Recipient may not assign this Agreement without Covered Entity’s prior written consent.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

Recipient: Tarrant County Hospital District

d/b/a JPS Health Network

By: By:

Print Name: Name:

Print Title: Title:

Date: Date:

*Send the signed Data Use Agreement to* *Bid\_submissions@jpshealth.org* *to obtain access to the limited data set containing census and medical claim information needed to respond to this Solicitation.*