

FIRST AMENDMENT TO BUSINESS ASSOCIATE AGREEMENT

This First Amendment to Business Associate Agreement (this "Amendment") is made and entered into as of _____ (the "Effective Date") and shall amend the Business Associate Agreement (the "Agreement") dated as of _____, by and between NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (the "Business Associate") and _____ (the "Covered Entity") dated as of _____ (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Business Associate and Covered Entity are parties to the Agreement for the purpose of safeguarding the privacy and security of Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," found at Public Law 104-191), and certain privacy and security regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as modified by the Omnibus Final Rule found at 45 C.F.R. Parts 160, 162 and 164;

WHEREAS, Business Associate and Covered Entity are Parties to that underlying Regional Programs Participation Agreement, dated as of _____ (the "Underlying Agreement"), pursuant to which Business Associate uses, collects, stores, aggregates, and discloses for reporting, tracking, locating, data analysis, and other related purposes certain patient data ("Program Data"), and Business Associate grants Covered Entity access to Business Associate's regional registry for patient tracking and locating as well as related services;

WHEREAS, Business Associate and Covered Entity desire to amend the Agreement to reflect that Business Associate may share Covered Entity's Protected Health Information and Sensitive Personal Information with third party regional registries or other entities for reporting, tracking, locating, and data analysis purposes related to improving public health (e.g., finding and locating family members during natural disasters, decreasing morbidity and mortality, etc.), or for any other permissible purpose under federal or state law;

NOW, THEREFORE, for and in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the Parties amend the Agreement as follows:

1. Services. Section 2.1 of the Agreement is deleted and replaced in its entirety with the following:

"2.1 Services. Pursuant to the Underlying Agreement, Business Associate provides Services for the Covered Entity that involve the receipt, maintenance, exchange, disclosure, and/or transmission of Protected Health Information and Sensitive Personal Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information and/or Sensitive Personal Information necessary to perform its obligations under the Underlying Agreement, which includes sharing Covered Entity's Protected Health Information and Sensitive Personal Information with regionally-required crisis applications systems or other entities for reporting, tracking, locating, or data analysis purposes related to improving public health, decreasing morbidity or mortality, or for any other permissible purpose under federal or state law. Moreover, Business Associate may disclose

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Protected Health Information and/or Sensitive Personal Information for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents, in accordance with Sections 3.1(f) and 3.1(l); (ii) as directed by the Covered Entity; or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 2.2(b) below.”

2. Miscellaneous Terms. Terms used, but not otherwise defined, in this Amendment shall have the same meaning as those terms in the Agreement. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective as of the Effective Date and agree to be bound by this Amendment and the underlying Agreement.

BUSINESS ASSOCIATE

COVERED ENTITY

North Central Texas Trauma
Regional Advisory Council

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date