

**FIRST AMENDMENT TO  
NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL  
REGIONAL PROGRAMS PARTICIPATION AGREEMENT**

THIS FIRST AMENDMENT TO REGIONAL PROGRAMS PARTICIPATION AGREEMENT ("Amendment") is dated as of May \_\_\_\_\_, 2019 (the "Effective Date"), by and between North Central Texas Trauma Regional Advisory Council, a 501(c)(3) corporation organized under the laws of the State of Texas ("NCTTRAC"), and City of Mesquite, a State Municipal Organization, organized under the laws of the State of Texas ("Agency"). NCTTRAC and Agency may collectively be referred to as "the Parties" and referred to individually each as a "Party."

**RECITALS**

**WHEREAS**, NCTTRAC and Agency are Parties to the Regional Programs Participation Agreement (the "Agreement"), pursuant to which NCTTRAC uses, collects, stores, aggregates, and discloses for reporting, tracking, locating, data analysis, and other related purposes certain patient data ("Program Data"), and NCTTRAC grants Agency access to NCTTRAC's third party registries, patient tracking tools, data analysis tools, and other related services pertaining to the Program Data ("NCTTRAC Programs");

**WHEREAS**, the nature of the Agreement involves the exchange of protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS") including the Omnibus Final Rule and Breach Notification rule and Security rule; and other personal identifying information ("PII") including sensitive personal information ("SPI"), which are governed by applicable state law, including the Texas Medical Records Privacy Act "MRPA", as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code (PHI, PII, and SPI are collectively referred to hereinafter as the safeguarded information, which is defined as "SI");

**WHEREAS**, NCTTRAC and Agency desire to amend the Agreement to reflect that NCTTRAC may share Agency's SI 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. **Recitals.** The fourth recital of the Agreement is deleted and replaced in its entirety with the following:

"**WHEREAS**, the nature of the contractual relationship between NCTTRAC and AGENCY may involve the exchange of protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS") including the Omnibus Final Rule and Breach Notification rule and Security rule; and other personal identifying information ("PII") including sensitive personal information ("SPI"), which are governed by applicable state law, including the Texas Medical Records Privacy Act "MRPA", as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code (PHI, PII, and SPI are collectively referred to hereinafter as the safeguarded information, which is defined as "SI");"

2. **Defined Terms.** All references to the defined terms "PHI" and/or "SPI" in the Agreement are hereby replaced with "SI".

3. **Undefined Terms.** All references to the terms "regional registry" in the Agreement are hereby replaced with "third party registry". All references to the terms "the regional registry" in the Agreement are hereby replaced with "a third party registry".

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4. Participation. Section A, subsection 1(A) of the Agreement is deleted and replaced in its entirety with the following:

"AGENCY is entering into this Agreement with NCTTRAC for the use, collection, storage, aggregation, and disclosure for reporting, tracking and locating, data analysis, and other purposes certain patient data (hereafter "Program Data") as part of NCTTRAC's third party registry programs ("Program(s)"). All or portions of the Patient Data are SI. In order to support AGENCY's health care operations, AGENCY has elected to request access, and NCTTRAC hereby grants AGENCY access to the third party registries, patient tracking tools, family locating tools, data analysis tools and related services offered by NCTTRAC ("NCTTRAC Programs"). As a participant in the NCTTRAC Programs, AGENCY agrees to adhere to the terms of this Agreement including terms related to use of the Programs."

5. Confidentiality, Integrity, and Availability of Program Data. Section A, subsection 3(d) of the Agreement is deleted and replaced in its entirety with the following:

"Except as provided below, neither Party shall release nor disclose Program Data to any third party that is not a participating agency with NCTTRAC; provided, however, AGENCY may release or disclose AGENCY's own data without regard to such restriction. NCTTRAC may share Agency's SI with (1) regionally-required crisis applications systems or other entities for reporting, tracking, locating, or data analysis purposes related to improving public health, decreasing morbidity and mortality, or for any other permissible purpose under federal or state law; (2) the State of Texas and local healthcare and governmental entities as may be required by state law for purposes of responding to state or regional emergency events; and (3) other third party registries as may be agreed upon by NCTTRAC and its members. "

6. 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.

NCTTRAC

AGENCY

North Central Texas Trauma Regional Advisory Council

  
\_\_\_\_\_  
Signature

Hendrik J. Antonisse  
\_\_\_\_\_  
Printed Name

Executive Director  
\_\_\_\_\_  
Title

9 Sept 19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Date