

SECURITY RULE AMENDMENT TO BUSINESS ASSOCIATE AGREEMENT

This Amendment to Business Associate Agreement (the "Amendment"), is entered into as of the 1st day of April, 2005 by and between The School Board of Palm Beach County, Secondary Health Science Education Programs (the "Business Associate") and Palms West Hospital ("Facility") (each a "Party" and collectively the "Parties").

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the security of electronic protected health information ("EPHI") obtained, created or maintained by covered entities, including health care providers such as Facility (the "HIPAA Security Rule"); and

WHEREAS, Facility and Business Associate are parties to a Business Associate Agreement (the "Agreement") and the HIPAA Security Rule requires that Facility enter into this Amendment with Business Associate in order to protect the security of EPHI; and

WHEREAS, Business Associate and its employees, affiliates, agents or representatives access, create, obtain or maintain EPHI in carrying out their obligations to Facility; and

WHEREAS, the Parties desire to enter into this Amendment to protect the security of EPHI and to amend any agreements between them with the execution of this Amendment;

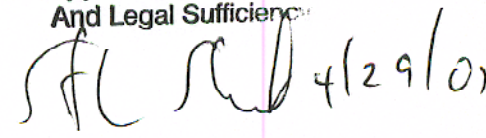
NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Business Associate Covenants.
 - 1.1 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of the Facility; and
 - 1.2 Business Associate shall promptly report to Facility any "security incident" of which it becomes aware, as such term is defined in the HIPAA Security Rule. At the request of Facility, Business Associate shall identify: the date of the security incident, the scope of the security incident, the Business Associate's response to the security incident and the identification of the party responsible for causing the security incident, if known.
 - 1.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees in writing to implement reasonable and appropriate safeguards to protect EPHI.
2. Ratification of Agreement. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect as written, and are hereby ratified and confirmed by Facility and Business Associate.
3. Effective Date. The provisions of this Amendment shall become effective April 20, 2005 (the "Effective Date").
4. Miscellaneous. The Agreement and the Amendment represent the entire agreement of the parties with respect to the subject matter hereof. This Amendment is binding on and shall inure to the benefit of Facility and Business Associate and their respective legal representatives, successors and permitted assigns. Neither this Amendment nor the Agreement may be amended, except by a written agreement signed by both parties.

Intending to be legally bound, the Parties hereto have duly executed this Amendment as of date first written above.

Palms West Hospital
 Signed: _____
 Print Name: _____
 Title: _____
 Date: _____

The School Board of Palm Beach County
 Signed: _____
 Print Name: _____
 Title: _____
 Date: _____

Approved As To Form
 And Legal Sufficiency:
 4/29/05