

**AMENDMENT TO ADDENDUM A  
HIPAA SECURITY COMPLIANCE AGREEMENT  
(Business Associate Agreement)**

This AMENDMENT TO ADDENDUM A (the "**Security Agreement**") amends the Addendum A HIPAA Privacy Compliance Agreement (Business Associate Agreement) ("BAA") maintained by the dental, orthodontic or oral and maxillofacial practice identified in the Service Agreement ("**Dental Practice**") and PracticeWorks, Inc., a Delaware corporation (including its subsidiaries and affiliates, "**PracticeWorks**").

**RECITALS**

- A. Dental Practice and PracticeWorks have previously entered into the BAA to protect individual privacy of Protected Health Information disclosed to PracticeWorks.
- B. As part of the HIPAA Regulations, the Security Rule requires Dental Practice to ensure that that it has a written agreement with PracticeWorks that contains provisions protecting the security of any Electronic Protected Health Information that PracticeWorks may create, receive, maintain, or transmit on behalf of Dental Practice in accordance with 45 CFR 164.314(2)(i).

**1. Definitions.** All capitalized terms have the definitions set forth below unless otherwise set forth herein or in the BAA:

(a) *Electronic Protected Health Information.* "Electronic Protected Health Information" shall mean Protected Health Information that is subject to the Security Rule, limited to such information created, received, maintained, or transmitted electronically by PracticeWorks on behalf of Dental Practice.

(b) *Security Incident.* "Security Incident" shall have the same meaning as "security incident" in 45 CFR 164.304, limited to any such incident involving Electronic Protected Health Information.

(c) *Security Rule.* "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160, 162 and 164.

**2. Obligations and Activities of PracticeWorks regarding Electronic Protected Health Information:**

(a) PracticeWorks agrees to implement administrative, physical, and technical safeguards (as set forth in the Security Rule) that reasonably and appropriately protect the confidentiality and integrity (as set forth in the Security Rule), and the availability of Electronic Protected Health Information, if any, that PracticeWorks creates, receives, maintains, or transmits electronically on behalf of Dental Practice.

(b) PracticeWorks agrees to report to Dental Practice any Security Incident of which PracticeWorks becomes aware.

(c) PracticeWorks agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect such information.

**3. Miscellaneous:**

(a) *Regulatory References.* The occurrence of the date upon which persons or entities such as Dental Practice shall be required to comply with the Security Rule, as specified therein, is a condition precedent to the activities and obligations of PracticeWorks set forth in this Security Agreement.

(b) *Written Notice.* Any notice from one party to the other required under this Agreement shall be in writing and shall be given to such party at such address indicated in the Service Agreement or such other address as such party may hereafter specify by notice to the other party.

(c) *Entire Agreement.* This Security Agreement and the BAA together contain the entire agreement and understanding between the parties regarding Protected Health Information. This Security Agreement can only be modified by written agreement duly signed by persons authorized to sign agreements on behalf of both PracticeWorks and Dental Practice.


(d) *Governing Law.* The construction and performance of this Security Agreement will be governed by applicable federal law and the laws of the State of Georgia.

(e) *Assignment.* This Security Agreement may not be assigned by either party without the written consent of the other party to this Security Agreement. Notwithstanding the foregoing, PracticeWorks may assign this Security Agreement to any successor in interest of all or substantially all of its assets.

(f) *No Third Party Beneficiaries.* Nothing express or implied in this Security Agreement or the BAA is intended to confer, nor shall anything herein or therein confer, upon any person or entity, other than the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement.

**PRACTICEWORKS, INC.**  
1765 The Exchange  
Atlanta, Georgia 30339

By:   
C. Lamar Roberts  
Vice President

Date: August 5, 2005

\_\_\_\_\_  
("Dental Practice")

**PracticeWorks Customer Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_