

# Model Amendment to Business Associate Contract

## (Cleaning or Other Contact-Only Services)

### Amendment to Agreement for Services

WHEREAS, \_\_\_\_\_ (hereinafter "Organization") and \_\_\_\_\_ (hereinafter "Contractor") entered into an Agreement dated \_\_\_\_\_, for the provision of services by Contractor.

WHEREAS, Contractor recognizes that, in the course of providing services for Organization, Contractor may come into contact with confidential client health information created, maintained and/or used by or on behalf of Organization, which is protected by virtue of state and federal law, including but not limited to the federal regulations set forth at 45 C.F.R., Parts 160 and 164, entitled *Standards for Privacy of Individually Identifiable Health Information* (hereinafter "Regulations").

WHEREAS, although it is not expected that Contractor will be using Protected Health Information for purposes of providing services, Organization is required by the Regulations to receive satisfactory assurances from Contractor that Contractor will not use the confidential client health information (which shall at all times include any and all forms of health care, treatment, or billing information, including but not limited to client identity)(hereinafter referred to as "Protected Health Information") except as permitted by these Regulations; and Contractor is hereby providing such satisfactory assurances by agreeing to amend the underlying agreement as follows.

WHEREAS, Organization is willing to provide physical access to the premises where Protected Health Information is maintained, necessary for Contractor to perform its duties under the Agreement, subject to the obligations contained in the Agreement and this Amendment to the Agreement. Accordingly, in consideration of Organization's continued grant of access to the premises, and intending to be legally bound, the parties, their officers, directors, employees, agents, owners, successors and assigns, agree to the following additional terms, which are intended to modify the original terms of their underlying Agreement:

**1.0 General Duty of Confidentiality.** Contractor hereby agrees that it will not divulge, disclose, or communicate in any manner any Protected Health Information to any third party without the prior written consent of Organization, and

where required, the client. Contractor will protect all such information and treat it as strictly confidential. Contractor agrees to abide by the requirements of 45 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information*. Any violation of this paragraph shall be considered a material breach of this agreement.

**1.1 Use and Disclosure of Protected Health Information.** Contractor may only use and/or disclose Protected Health Information received, obtained, created and/or maintained in the course of Contractor's relationship with Organization as required by law, as permitted by the Regulations, or as follows:

**Contractor may not use nor disclose any Protected Health Information.**

**1.2 Agent and Subcontractors.** Contractor hereby agrees to ensure that any agent or subcontractor agrees to the same restrictions and conditions under this Agreement that apply to Contractor with respect to such Protected Health Information.

**2.0 Reporting of Improper Uses and/or Disclosures.** Contractor agrees to immediately report to the Organization any use or disclosure of Organization's Protected Health Information and/or the identity of Organization's clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations.

Contractor must also mitigate, to the extent practicable, any harmful effect known to Contractor of a use or disclosure of Protected Health Information by Contractor that is not permitted pursuant to this Agreement or pursuant to the Regulations.

**3.0 Termination of Agreement.** Contractor hereby authorizes termination of this Agreement by Organization, should the Organization find that Contractor has violated a material term of this Agreement.

**4.0 Continuity of Original Agreement.** The entire agreement between the parties consists of the original Agreement and this Amendment. Unless inconsistent with the terms of this Amendment, all terms set forth in the original Agreement remain unchanged and effective. To the extent that there exist any inconsistencies between the terms of the original Agreement and this Amendment with regard to the

duties of maintaining confidentiality of Protected Health Information, the terms of the Amendment shall prevail.

**5.0 References.** Any reference in this Agreement to a section of the *Standards for Privacy of Individually Identifiable Health Information*, or to the “Regulations”, shall mean the section as in effect or as amended, and for which compliance is required.

**5.1 Amendment of Agreement.** Contractor and Organization agree to take such action to amend this Agreement from time to time as is necessary for Organization to comply with the *Standards for Privacy of Individually Identifiable Health Information*, and related federal and state law.

**5.2 Resolution of Ambiguities.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Organization to comply with the *Standards for Privacy of Individually Identifiable Health Information*.

WITH INTENT TO BE LEGALLY BOUND, the parties, through their authorized representatives, signify their assent to the foregoing.

**[name of Organization]**

**[name of Contractor]**

By: \_\_\_\_\_  
(name/title)

By: \_\_\_\_\_  
(name/title)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_