BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") supplements and becomes part of all written or oral contracts or agreements between **The Trustees of Columbia University in the City of New York,** ,(Columbia University), on behalf of any department or affiliate thereof ("Columbia University") and _____.("Business Associate"), in which Business Associate provides services to or on behalf of Columbia University and such services involve the access, use, or disclosure of Protected Health Information ("PHI"), as defined below, whether such agreement(s) are now existing or which may be entered into in the future (collectively "Agreements"). This Agreement is effective **on the date last signed below,** or the date that protected health information is first exchanged and supersedes any previous HIPAA Business Associate Agreement or Agreement between the parties.

WITNESSETH

Whereas, the parties are entering into or have entered into the Agreements ("Agreements"), pursuant to which Business Associate receives or may receive Protected Health Information ("PHI"), as defined below, from or on behalf of Columbia University; and

Whereas, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), in order for Business Associate to receive or continue to receive PHI from Columbia University and therefore continue the contractual relationships set forth in the Agreements, the parties are legally required to enter into a HIPAA Business Associate Agreement under which Business Associate agrees to provide legally appropriate protection to PHI received by or on behalf of Columbia University;

Now, therefore, in consideration of the mutual covenants and representations of the parties, the sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Definitions:

Capitalized terms used in this Agreement shall, unless otherwise defined herein, have the same meaning as those terms are defined in the Standards for Privacy of Protected Health Information at 45 CFR Part 160 and Part 164, subparts A and E ("Privacy Rule").

"*Protected Health Information*" or "*PHI"* means health information received from or on behalf of Columbia University, including demographic information collected from an individual; that (1) (i) relates to the past, present, or future physical or mental health or condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and that (2) (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify such person.

II. Permitted Uses and Disclosures by the Business Associate

A. Except as otherwise limited in this Agreement or elsewhere in the Agreements, Business Associate may use or disclose PHI on behalf of, or to provide functions, activities or services for, or on behalf of, Columbia University as specified in the Agreements, provided that such

use or disclosure would not violate the Privacy Rule if done by Columbia University and provided further that such disclosure is limited to the minimum necessary requirements and subject the reproductive healthcare protections set forth in the HIPAA Rules, and to accomplish the lawful purpose in accordance with Section III(A) and consistent with Columbia University University's policies and procedures.

B. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Columbia University.

C. Business Associate acknowledges that Columbia University participates in an organized health care arrangement ("OHCA") with Cornell University, and the NYP Regional Hospitals, and other affiliated entities ("OHCA Members"), using an integrated electronic medical record system ("EMR"), and with respect to Business Associate's obligations regarding it's access to and use of any Protected Health Information (PHI) contained in such EMR, such OCHA Members shall be deemed third party beneficiaries under the BAA, and shall be entitled to the same rights and protections set forth therein and may enforce the terms therein directly against Business Associate, and shall have the ability to enforce this BAA for the benefit of itself and for the OHCA Members.

D. Business Associate shall make no use of Columbia University data to enhance their own products and services, including training any artificial intelligence (AI), machine learning, large language models, or other similar networks, algorithms, or systems, outside of the use for Columbia University University's benefit under the Agreements, and unless explicitly authorized by Columbia University in writing.

III. Obligations and Activities of the Business Associate

A. Business Associate represents and warrants that it is not a Covered Person (as defined under 28 CFR Part 202).

B. Business Associate agrees not to use or further disclose PHI received from Columbia University other than as permitted or required by this Agreement or as Required by Law. Business Associate agrees that it shall make all reasonable efforts not to use or disclose more than the minimum amount of PHI necessary to accomplish the intended purpose of such authorized use or disclosure.

C. Business Associate agrees to use appropriate safeguards and comply with Subpart C of Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided by this Agreement, including, without limitation, training of employees and agents of Business Associate and development of policies and procedures regarding such safeguards.

D. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Agreement.

E. Business Associate shall report to Covered Entity within five (5) business days after discovery: (i) any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware in accordance with 45 CFR §

164.504(e)(2)(ii)(C); and/or any successful Security Incident of which Business Associate becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C). The parties acknowledge and agree that this constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of unsuccessful security incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Columbia University may, at its option, require Business Associate to handle breach notifications to individuals and the HHS Office for Civil Rights on behalf of Columbia University for any breaches caused by Business Associate Agreement.

F. In accordance with 45 CFR section 164.502(e)(1)(ii), if applicable, Business Associate agrees to ensure that any agent, including a subcontractor, that create, receive, maintain, or transmit PHI on behalf of Business Associate agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate will be responsible for the actions and omissions of its subcontractors as if those actions or omissions were those of the Business Associate. Nothing in this paragraph shall be construed to permit Business Associate to utilize agents or sub-contractors unless such use is permitted under the applicable Agreement.

G. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created and received by Business Associate on behalf of Columbia University, available to Columbia University or to the Secretary of Health and Human Services ("Secretary"), in a time and manner designated by Columbia University or the Secretary, for purposes of the Secretary determining Columbia University University's compliance with the Privacy Rule.

H. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Columbia University to respond to a request by an Individual for accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528. Business Associate agrees to implement an appropriate recordkeeping system to enable it to comply with this section.

I. To the extent that Business Associate is to carry out one or more of Columbia University University's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in performance of such obligation(s).

J. Business Associate agrees to provide to Columbia University, in a time and manner designated by Columbia University, information collected in accordance with Subsection III (G) of this Agreement, to permit Columbia University to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528.

K. If Business Associate receives a request from an Individual for access to the Individual's records or for an accounting of disclosures, Business Associate shall, within two (15) business days of receipt of such request, forward such request to Columbia University, and

Columbia University shall determine an appropriate response.

L. If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Columbia University, and in a time and manner designated by Columbia University, to such PHI, in order for Columbia University to meet the requirements under 45 C.F.R. section 164.524.

M. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Columbia University directs or agrees to pursuant to 45 C.F.R. section 164.526 at the request of Columbia University or an Individual, within five (5) business days of a request by Columbia University.

N. If Business Associate receives a court order, subpoena, or governmental request for documents or other information containing PHI, Business Associate will use its best efforts to notify Columbia University of the receipt of the request within forty-eight (48) hours and provide Columbia University an opportunity to respond. Business Associate shall comply with such request only if Required by Law.

O. Business Associate shall indemnify, defend, and hold harmless Columbia University and its officers, directors, employees and agents from any claims, liabilities, or damages (including reasonable attorneys' fees) caused by Business Associate's failure to perform Business Associate's obligations under this Agreement.

P. Capitalized terms shall have the same meaning as in the Security Rule:

- Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Columbia University as required by the Security Rule.

- Business Associate shall ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

- Business Associate shall report to Columbia University any Security Incident of which it becomes aware.

- Business Associate confirms that they will provide annual HIPAA training to all members of its workforce who have access to Protected Health Information under this Agreement.

Q. Business Associate will not engage or attempt to engage or knowingly permit others to engage in any prohibited data brokerage transactions granting access to government-related data or bulk U.S. sensitive personal data ("Data") or any part thereof to any Country of Concern or Covered Person as those are defined under 28 CFR Part 202 "Preventing Access to U.S. Sensitive Personal Data and Government- Related Data by Countries of Concern or Covered Persons." (the "DOJ Final Rule"). Business Associate shall immediately notify

Columbia University if it knows or suspects that it or any of its employees, agents, or other parties, including third-party vendors and/or subcontractors, who receive access to the Data hereunder (i) is located in, organized or chartered under the laws of, has its principal place of business in, is ordinarily a resident in, or is 50% or more owned or controlled, directly or indirectly, by entities or persons located in, organized or chartered under the laws of, or having their principal place of business in, a "Country of Concern," as such term is defined below, or (ii) is or otherwise becomes a Covered Person, including without limitation through designation as such by the U.S. Attorney General pursuant to the process set forth in the DOJ Final Rule. Upon receipt of such notification, Columbia University may immediately terminate this Agreement if Columbia University determines, in its sole discretion, that continuing performance of this Agreement would violate applicable law, including without limitation the Final Rule and any sub-regulatory guidance issued thereunder. Columbia University shall further have the right to modify the volume of data transmitted hereunder if Columbia University determines, in its sole discretion, that provision of the Data will violate the DOJ Final Rule or other applicable law. For purposes of this Agreement, the terms "Country of Concern" or "Countries of Concern" shall mean **the People's Republic of China (including Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela**, including in each case any political subdivision, agency, or instrumentality thereof, and any other country designated as a "Country of Concern" pursuant to the process set forth in the DOJ Final Rule. Failure to comply with the above will constitute a breach of this Agreement and may constitute a violation of the DOJ Final Rule.

IV. Obligations of Columbia University

A. Columbia University shall maintain a copy of its Notice of Privacy Practices on its website at Notice of Privacy Practices and shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. 164.520, to the effect that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

B. Columbia University shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate is permitted or required uses and disclosures.

C. Columbia University shall notify Business Associate of any restriction to the use or disclosure of PHI that Columbia University has agreed to in accordance with 45 C.F.R. section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. Term and Termination

A. *Term.* The term of this Agreement shall be effective on the date last signed below and shall terminate when the last of the Agreements terminates or Business Associate's termination obligations under Section V(C) are completed, whichever is later.

B. *Termination for Cause.* The following provisions supplement and do not replace the termination provisions of the Agreements. Business Associate authorizes termination of the Agreement by Columbia University if Columbia University determines that Business Associate has violated a material term of this Agreement and Business Associate has not

cured the breach or ended the violation within the time specified by the Columbia University. Upon Columbia University University's knowledge of a material breach of this Agreement by Business Associate, Columbia University shall do one of the following:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and any or all of the Agreements if Business Associate does not cure the violation within the time specified by Columbia University.

2. Immediately terminate this Agreement and any or all of the Agreements if Business Associate has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, Columbia University shall report the violation to the Secretary.

C. *Effect of Termination.*

1. Except as provided in Section V(C)(2), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Columbia University or created and received by Business Associate on behalf of Columbia University. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Columbia University notification of the conditions that make return or destruction infeasible. Upon Columbia University's concurrence that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. Miscellaneous

A. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the Section as in effect or as amended.

B. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Columbia University to comply with the requirements of the Privacy Rule and any other requirements of or regulations enacted under the Health Insurance Portability and Accountability Act of 1996.

C. *Survival.* The respective rights and obligations of Business Associate under Section V(C)(2) of this Agreement shall survive termination of this Agreement.

D. *Interpretation.* Any ambiguity in this Agreement or any conflict between this Agreement and any of the Agreements shall be resolved in favor of this Agreement and in a manner to permit Columbia University to comply with the Privacy Rule.

E. *Notices*. Any notices required to be given to Columbia University under this

Agreement, including security incidents, shall be sent by certified mail or overnight courier, or email to the following address, in addition to the address for notices to be sent to Columbia University in the underlying Agreements**:**

Privacy Office
Columbia University Irving Medical Center
630 West 168th St Box 159
New York, N.Y. 10032
privacy@cumc.columbia.edu

F. *Supersedes Integration Clauses.* This Agreement shall supplement and become a part of all Agreements between Columbia University and Business Associate, entered now or at any time in the future, notwithstanding any integration clause or other statement to the contrary in any future Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUSINESS ASSOCIATE		**THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK**	
Signature	_____	Signature	_____
Print Name	_____	Print Name	Karen Pagliaro-Meyer
Title	_____	Title	Chief Privacy Officer
Date	_____	Date	_____
Company Name	_____	Department	_____
Company Address	_____	Contact	_____
Email Address	_____		
Telephone#	_____		
Type of Business	_____		