

# BUSINESS ASSOCIATE AGREEMENT

---

**Emory University and/or  
Emory Healthcare, Inc. (“Emory”) (“Covered Entity”)**

**and**

**(“Business  
Associate”)**

---

This Business Associate Agreement (this “Agreement”) effective as of \_\_\_\_\_ (the “Effective Date”), is entered into by and among Emory University and/or Emory Healthcare, Inc., on behalf of themselves and their respective components as defined below (collectively and individually referred to as “Emory”), and \_\_\_\_\_ (“Business Associate”).

WHEREAS, Business Associate is currently providing services to Emory under existing contracts or agreements, whether written or oral, and may enter into future contracts or agreements, whether written or oral, with Emory (the “Underlying Contracts”);

WHEREAS, Business Associate may have access to, create, receive, maintain or transmit Protected Health Information from or on behalf of Emory as necessary for Business Associate to perform its obligations under the Underlying Contracts;

WHEREAS, the parties wish to enter into this Business Associate Agreement to govern Business Associate’s use and disclosure of the Protected Health Information and implement appropriate safeguards for the security of Electronic Protected Health Information under all of the Underlying Contracts;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements of the parties as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS.** For purposes of this Agreement:

- 1.1 “Access” shall mean the ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- 1.2 “Administrative Safeguards” shall mean administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect Electronic Protected Health Information and to manage the conduct of Business Associate’s workforce in relation to the protection of that information.

*Approved by the Office of General Counsel for Emory University and Emory Healthcare 9/11/2013*

*Revised 6/25/2014*

*Revised 8/20/2014*

- 1.3 “Availability” shall mean the property that data or information is accessible and useable upon demand by an authorized person.
- 1.4 “Breach” shall have the meaning given for such term in the Breach Notification Rules.
- 1.5 “Breach Notification Rules” shall mean Section 13402 of HITECH and the regulations implementing such provisions, currently Subpart D of Title 45 of the Code of Federal Regulations, as such regulations may be in effect from time to time.
- 1.6 “Business Associate” shall have the meaning given for such term at 45 C.F.R. 160.103, and in reference to the party to this Agreement, shall mean the Business Associate signatory at the end of this Agreement.
- 1.7 “Covered Entity” shall have the meaning as the term “covered entity” at 45 C.F.R. 160,103, and in reference to the party to this Agreement, shall mean Covered Entity or Entities signatory/signatories at the end of this Agreement..
- 1.8 “Confidentiality” shall mean the property that data or information is not made available or disclosed to unauthorized persons or processes.
- 1.9 “Emory” shall mean the Emory Party entering into this Agreement as determined by Section 8.12 of this Agreement.
- 1.10 “Emory Healthcare” shall mean Emory Healthcare, Inc. and certain of its affiliates and operating units, which include but may not be limited to: Emory University Hospital, Emory University Hospital Midtown, Wesley Woods Center of Emory University, Inc. (includes Budd Terrace), The Emory Clinic, Inc., Emory Specialty Associates, LLC, ES Rehabilitation, LLC, and ESOP Rehabilitation, LLC, Dialysis Access Center, LLC, Emory/Saint Joseph’s, Inc. and its subsidiaries including, without limitation, Saint Joseph’s Hospital of Atlanta, Inc. d/b/a Emory Saint Joseph’s Hospital, EHCA Johns Creek , LLC d/b/a Emory Johns Creek Hospital, and The Medical Group of Saint Joseph’s, LLC.
- 1.11 “Emory University” shall mean the covered components of the Emory Hybrid Covered Entity as designated in the Emory University Privacy Policies at <http://www.orc.emory.edu/hipaa/HIPAA-policies.html>.
- 1.12 “Electronic Protected Health Information” or “ePHI” shall mean Protected Health Information that is transmitted by electronic media or maintained in electronic media.
- 1.13 “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996.
- 1.14 “HIPAA Regulations” shall mean the Privacy Rule and the Security Rule at 45 C.F.R. parts 160, 162 and 164.
- 1.15 “HITECH” shall mean the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and its implementing regulations.

*Approved by the Office of General Counsel for Emory University and Emory Healthcare 9/11/2013*

*Revised 6/25/2014*

*Revised 8/20/2014*

- 1.16 “Information System” shall mean an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communication, and people.
- 1.17 “Integrity” shall mean the property that data or information has not been altered or destroyed in an unauthorized manner.
- 1.18 “Protected Health Information” or “PHI” shall mean Individually Identifiable Health Information (transmitted or maintained in any form or medium) that is accessed, used, created, maintained, transmitted, or received by Business Associate from or on behalf of Emory pursuant to the applicable Underlying Contracts, and includes Electronic Protected Health Information.
- 1.19 “Physical Safeguards” shall mean physical measures, policies, and procedures to protect the Business Associate’s electronic Information Systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 1.20 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- 1.21 “Security Safeguards” shall mean all of the Administrative, Physical, and Technical Safeguards in an Information System.
- 1.22 “Security Incident” shall mean the attempted or successful unauthorized Access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System.
- 1.23 “Technical Safeguards” shall mean the technology and the policy and procedures for its use that protect Electronic Protected Health Information and control Access to it.
- 1.24 “Unsecured PHI” shall have the same meaning given for such term in the Breach Notification Rules.

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations, or HITECH, as applicable.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- 2.1 Business Associate agrees to access, create, maintain, use and/or disclose the PHI only as permitted or required by this Agreement or as required by law.
- 2.2 Business Associate agrees to use appropriate safeguards to maintain the security of the PHI and to prevent use or disclosure of PHI and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information other than as provided for by this Agreement. Business Associate agrees to implement Security Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of Emory and that are in accord with all applicable HIPAA Regulations and HITECH.

*Approved by the Office of General Counsel for Emory University and Emory Healthcare 9/11/2013*

*Revised 6/25/2014*

*Revised 8/20/2014*

- 2.3 Business Associate agrees to promptly report to Emory any use or disclosure of PHI that is not permitted by this Agreement, including breaches of Unsecured PHI as required at 45 CFR 164.410 or of any Security Incident of which Business Associate becomes aware. The parties acknowledge and agree that this section constitutes notice by Business Associate to Emory of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (defined below) for which no additional notices will be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scan, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use or disclosure of Protected Health Information.
- 2.4 Business Associate agrees to ensure that any agent, including any authorized sub-contractor, that creates, receives, maintains, transmits, uses, or has access to PHI in the performance of the Underlying Contracts agrees, in writing, to the same restrictions, conditions and requirements on the use and/or disclosure of such PHI that apply to Business Associate with respect to such information through this Agreement.
- 2.5 Business Associate agrees to ensure that any agent, including any authorized sub-contractor to whom it provides ePHI, agrees, in writing, to implement reasonable and appropriate Security Safeguards to protect it.
- 2.6 Business Associate agrees to document any disclosures of PHI by Business Associate or its agents or authorized subcontractors, and information related to such disclosures, as would be required for Emory to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 2.7 Business Associate agrees to provide to Emory information collected in accordance with Section 2.6 of this Agreement within fifteen (15) days of a request by Emory, as necessary to permit Emory to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 2.8 Business Associate agrees to make available PHI in a designated record set, within fifteen (15) days of Emory's request, to Emory or, as directed by Emory, to an individual in order to meet the requirements under 45 C.F.R. § 164.524, relating to an individual's right to inspect and obtain a copy of PHI relating to such individual.
- 2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set as Emory directs or agrees to pursuant to 45 C.F.R. § 164.526 within thirty (30) days of Emory's request.
- 2.10 If Business Associate believes it has a legal obligation to disclose any PHI, it will notify Emory in writing as soon as reasonably practical after it learns of such obligation, and in any event at least five (5) business days prior to the proposed release, as to the legal requirement pursuant to which it believes the PHI must be released. If Emory objects to the release of such PHI, Business Associate will allow Emory to exercise any legal rights or remedies Business Associate might have to object to the release of the PHI, and

*Approved by the Office of General Counsel for Emory University and Emory Healthcare 9/11/2013*

*Revised 6/25/2014*

*Revised 8/20/2014*

Business Associate agrees to provide such assistance to Emory, at Emory's expense, as Emory may reasonably request in connection therewith.

- 2.11 Business Associate agrees to make its internal practices, policies and procedures, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Emory's compliance with the HIPAA Regulations. Business Associate agrees to provide Emory with prompt written notice of any request received from the Secretary for access to such documents.
- 2.12 Business Associate, at its sole expense, agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 2.13 Business Associate agrees to report to Emory any use or disclosure of PHI not provided for by this Agreement of which it becomes aware as soon as reasonably possible and in any event within five (5) days of the date on which it becomes aware of the use/disclosure.
- 2.14 Business Associate acknowledges that Sections 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations apply to Business Associate in the same manner that such sections apply to covered entities and are incorporated into this Agreement by reference. The additional requirements of HITECH that relate to security of ePHI in Subpart C of Part 164 of Title 45 of the Code of Federal Regulations that apply to covered entities also apply to Business Associate and are incorporated into this Agreement by reference. Business Associate agrees to implement the technical safeguards provided in guidance issued annually by the Secretary for carrying out the obligations under the Code of Federal Regulation sections cited above (in this Section 2.14) and the security standards in Subpart C of Part 164 of Title 45 of the Code of Federal Regulations.
- 2.15 Business Associate may use and disclose Protected Health Information that Business Associate obtains or creates only if such use or disclosure, respectively, complies with each applicable requirement of Section 164.504(e) of Title 45, Code of Federal Regulations, as permitted or required by this Agreement or as required by law.
- 2.16 Business Associate acknowledges that Section 164.504(e)(1)(ii) of Title 45, Code of Federal Regulations applies to Business Associate in the same manner that such section applies to covered entities, with respect to compliance with the standards in Sections 164.502(e) and 164.504(e) of Title 45, except that in applying such Section 164.504(e)(1)(ii) each reference to the business associate, with respect to a contract, shall be treated as a reference to the covered entity involved in such contract.
- 2.17 Business Associate shall comply with Section 13402 of the HITECH Act and the regulations implementing such provisions, currently Subpart D of Title 45 of the Code of Federal Regulations, as such regulations may be in effect from time to time (collectively, the "Breach Notification Rules").

- a. Except as provided in 45 C.F.R. § 164.412, Business Associate will give Emory notice of any Breach of Unsecured Protected Health Information without unreasonable delay, but in no case later than ten (10) days after the first day on which the Breach is known, or by the exercise of reasonable diligence would have been known, to the Business Associate.
- b. The notice required by Section 2.17.a. above will be written in plain language and will include, to the extent possible or available, the following:
  - i. The identification and address of each individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the Breach;
  - ii. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach;
  - iii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - iv. Any steps individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach;
  - v. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against further Breaches; and
  - vi. Contact procedures for individuals to ask questions or learn additional information, including a toll free telephone number, an email address, Web site, or postal address.
- c. Business Associate shall cooperate with Emory in conducting a risk assessment to determine whether the Breach definition is met, requiring notice to affected individuals.

2.18 Business Associate shall secure all Protected Health Information that is maintained by Business Associate by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is consistent with guidance issued by the Secretary, as modified by the Secretary from time to time, specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of HITECH. Emory acknowledges that much of the Protected Health Information made available to Business Associate is and will remain resident in information systems under the control of Emory and, therefore, Business Associate is not responsible for any of the technologies employed by Emory to protect such information.

2.19 At Emory's discretion, Emory may require employees and permitted contractors who provide services on behalf of Business Associate to execute appropriate confidentiality or data use agreements.

*Approved by the Office of General Counsel for Emory University and Emory Healthcare 9/11/2013*

*Revised 6/25/2014*

*Revised 8/20/2014*

2.20 Except as may be expressly permitted under an Underlying Contract or otherwise consented to by Emory in writing, Business Associate shall not transfer any PHI across the borders of the United States or permit remote access to the PHI by any employee, affiliate, contractor or other third party from outside of the United States.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

3.1 Business Associate may use and disclose PHI only as follows:

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI as necessary to perform functions, activities, or services for Emory as specified in the Underlying Contracts, provided that such use or disclosure would not violate the Privacy Rule if done by Emory.
- b. With respect to permitted disclosures under subsection 3.1.a above, unless otherwise specifically agreed to by the parties, Business Associate will not permit the disclosure of PHI to any person or entity other than such of its employees, agents, or subcontractors who must have access to the PHI in order for Business Associate to perform its obligations under an Underlying Contract and who agree to keep such PHI confidential as required by this Agreement.
- c. Except as otherwise limited in this Agreement, Business Associate may use PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate only as provided in 45 C.F.R. § 164.504 (e) (4).
- d. Except as otherwise limited in this Agreement, and subject to the advance notice requirement set forth above in Section 2.10, Business Associate may disclose PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to fulfill any legal responsibilities of Business Associate, provided that (1) the disclosure is required by law or (2) Business Associate has obtained both (i) written consent from Emory and (ii) reasonable written assurances from the third party to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party (i.e., for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate) and the third party agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- e. If the Business Associate provides data aggregation services for Emory under the Underlying Contract, Business Associate may use and aggregate the PHI only for purposes of providing the data aggregation services to Emory. Use of PHI for any other data aggregation purpose or commercial purpose unrelated to the services pursuant to the Underlying Contracts is prohibited. Use of de-identified data, except as necessary to perform the services pursuant to the Underlying Contracts, is

*Approved by the Office of General Counsel for Emory University and Emory Healthcare 9/11/2013*

*Revised 6/25/2014*

*Revised 8/20/2014*

prohibited unless agreed to in writing by the parties in an amendment to this Agreement.

- f. Business Associate may use and disclose PHI that Business Associate obtains or creates only if such use or disclosure, respectively, complies with each applicable requirement of Section 164.504(e) of Title 45, Code of Federal Regulations.
- 3.2 All other uses or disclosures of PHI not authorized by this Agreement are prohibited unless agreed to in writing by the parties in an amendment to this Agreement.
- 3.3 As between Emory and Business Associate, Emory holds all right, title and interest in and to the PHI, and Business Associate does not hold, and will not acquire by virtue of this Agreement or by virtue of providing any services or goods to Emory, any right, title or interest in or to the PHI or any portion thereof. Except as otherwise specified in this Agreement or agreed to in writing by the parties, Business Associate will have no right to de-identify PHI or to create limited data sets from PHI for its own use, or compile and/or distribute statistical analyses and reports utilizing aggregated data derived from the PHI or any other health and medical data obtained from Emory.

#### **4. OBLIGATIONS OF EMORY**

Emory agrees to timely notify Business Associate of any changes to Emory's privacy or security practices and any individual restrictions on the use or disclosure of PHI applicable to or accepted by Emory to the extent that such changes or restrictions may impact Business Associate's use and/or disclosure of any PHI.

#### **5. TERM AND TERMINATION**

- 5.1 Term. This Agreement shall be effective as of the Effective Date and shall terminate concurrently with the last to terminate of the Underlying Contracts, or in accordance with Section 5.2, or until all of the PHI provided by Emory to Business Associate, or created or received by Business Associate on behalf of Emory, is destroyed or returned to Emory.
- 5.2 Termination For Cause. In the event Emory determines that Business Associate has committed a material breach of this Agreement, Emory may either: (i) provide an opportunity for Business Associate to cure the breach or end the violation, provided that Emory may immediately terminate any Underlying Contracts that require the use of PHI or ePHI if Business Associate does not cure the breach or end the violation within the time frame specified by Emory; (ii) immediately terminate any Underlying Contracts that require the use of PHI or ePHI if Business Associate has breached a material term of this Agreement and Emory determines in its sole discretion that a cure is not possible; or (iii) if neither termination nor cure is feasible, Emory may report the violation to the Secretary.
- 5.3. Effect of Termination. Upon the termination, for any reason, of this Agreement or an Underlying Contract that requires the use of PHI by Business Associate, Business

*Approved by the Office of General Counsel for Emory University and Emory Healthcare 9/11/2013*

*Revised 6/25/2014*

*Revised 8/20/2014*

Associate will promptly return to Emory or, at Emory's sole option, destroy any PHI in its possession or control, or in the possession or control of its agents or subcontractors, and will retain no copies of such PHI. Upon Emory's request, Business Associate shall certify to Emory that all PHI in its possession or control, and all PHI created, received or maintained by its agents or subcontractors, has been returned or destroyed as required by this Agreement. If Business Associate and Emory agree that the destruction or return of the PHI is not reasonably feasible, Business Associate will extend the protections contained in this Agreement to such PHI and limit any further uses and/or disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Except in the case of non-feasibility or as otherwise agreed to in writing, any right or license that Business Associate has to use the PHI will terminate immediately upon the termination of this Agreement or the Underlying Contract allowing its use.

## **6. INDEMNIFICATION**

Business Associate agrees to indemnify, defend and hold harmless Emory, and its employees, trustees, and agents, against any loss, claim, damage, costs or liability, including any fines or penalties ("Claim") if and to the extent proximately caused by a material breach of this Agreement by Business Associate. Additionally, should Emory determine, in its sole and absolute discretion, that a Breach has been caused by Business Associate, requiring notice to individuals, then and in that event, Business Associate shall indemnify, defend and hold Emory harmless from and against all Claims relating to such notices to individuals, the media, reasonable public relations costs, regulatory appearance and correspondence costs, fines and penalties and all reasonable attorney's fees and expenses relating to the risk assessment, notices, media review, and regulatory related activities. Emory shall furnish to Business Associate prompt written notice of any Claim of which Emory has actual knowledge, provided, however, that the failure to deliver such prompt notice shall not release Business Associate from any of its indemnity obligations hereunder except to the extent such obligations have increased as a result of such failure, and then only to the extent of such increase. Emory shall use good faith efforts to furnish Business Associate with reasonable and sufficient authority, information and assistance necessary to defend the Claim. Throughout the term of this Agreement, Business Associate shall maintain a policy of insurance covering losses due to a security breach, with a limit of liability of no less than One Million Dollars (\$1,000,000) per claim/occurrence; and naming Emory as an additional insured under such policy. Upon request, Business Associate shall provide a certificate of insurance evidencing such coverage.

## **7. RIGHT TO INJUNCTIVE RELIEF**

Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this Agreement may cause Emory to be irreparably harmed and that Emory may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Emory will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and

*Approved by the Office of General Counsel for Emory University and Emory Healthcare 9/11/2013*

*Revised 6/25/2014*

*Revised 8/20/2014*

without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to Emory at law or in equity.

## **8. INSPECTION**

Within ten (10) business days of a written request by Emory, Business Associate and its agents or sub-contractors, if any, shall allow Emory to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (a) Business Associate and Emory will mutually agree in advance upon the scope, location and timing of such an inspection, and (b) Emory will protect the confidentiality of all confidential and proprietary information of Business Associate to which Emory has access during the course of such inspections.

## **9. MISCELLANEOUS**

- 9.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations, HITECH, or the Breach Notification Rules means the section as in effect or as amended.
- 9.2 Survival. The respective rights and obligations of Business Associate and Emory under Section 5.3 and 6 of this Agreement will survive the termination of this Agreement.
- 9.3 Other Confidentiality Obligations. The parties acknowledge that this Agreement is intended to supplement any and all other confidentiality obligations that either party may have under this or any other agreement or applicable law.
- 9.4 Underlying Contracts. The terms of this Agreement will govern the use of PHI under any Underlying Contract. Except as specified herein, all other terms of an Underlying Contract will continue in full force and effect. In the event of any conflict among the provisions of this Agreement and the Underlying Contract, the provisions of this Agreement will control.
- 9.5 Amendment. This Agreement may be modified, or any rights under it waived, only by a written agreement executed by both parties. The parties agree to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the HIPAA Regulations, the Breach Notification Rules, HITECH and any current or future regulations promulgated thereunder.
- 9.6 Interpretation. Any ambiguity in this Agreement will be resolved to permit Emory to comply with the HIPAA Regulations, the Breach Notification Rules, HITECH and any current or future regulations promulgated thereunder.
- 9.7 Waiver. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

9.8 Notice. Except as otherwise specified in this Agreement, any notice or requests for information to Emory or Business Associate under this Agreement shall be sent to:

EMORY:

If Emory University is a party:

Emory University Privacy Officer  
1599 Clifton Rd., 4<sup>th</sup> Floor  
Atlanta, GA 30322  
Fax: (404) 727-2328

If Emory Healthcare is a party:

Emory Healthcare Privacy Officer  
101 W. Ponce de Leon Avenue, Suite 242,  
Decatur, GA 30030  
Telephone: 404-778-2757  
Fax: (404) 778-2755

In either case, with a copy to:

Office of the General Counsel  
Emory University  
201 Dowman Drive  
102 Administration Building  
Atlanta Georgia 30322  
Attn: Deputy General Counsel/Chief Health Counsel

BUSINESS ASSOCIATE:

Address:  
Attention:  
Telephone:  
Email:

The notice provisions set forth in the Underlying Agreement, if any, shall continue in full force and effect with respect to all other notices arising under the Underlying Agreement.

9.9 Binding Effect. The agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

9.10 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

9.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute on and the same instrument.

*Approved by the Office of General Counsel for Emory University and Emory Healthcare 9/11/2013*

*Revised 6/25/2014*

*Revised 8/20/2014*

9.12 Emory Parties. If executed on behalf of Emory University, this Agreement is entered into by Emory University. If executed on behalf of Emory Healthcare, this Agreement is entered into by Emory Healthcare. If executed on behalf of both Emory University and Emory Healthcare, this Agreement is entered into by both Emory University and Emory Healthcare.

9.13 Prior Business Associate Agreement. This Agreement shall supersede any and all other earlier dated Business Associate Agreements that may have been entered into by the Emory party executing this Agreement and Covered Entity.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**EMORY UNIVERSITY**

**BUSINESS ASSOCIATE**

\_\_\_\_\_  
Print Name of Business Associate

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

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

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

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

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

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

**EMORY HEALTHCARE, INC.**

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

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

Print Title: \_\_\_\_\_

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