

RESOLUTION APPROVING AN AGREEMENT AND AMENDMENT WITH QUADAX, INC. FOR ELECTRONIC DATA INTERCHANGE (EDI) SERVICES AT THE ASHTABULA COUNTY NURSING AND REHABILITATION CENTER

WHEREAS, George Dubic, Administrator at the Ashtabula County Nursing and Rehabilitation Center, has presented an agreement and amendment for the approval of the Board, to-wit:

Scope: Quadax will operate as the Application Service Provider throughout the term of this agreement, maintaining the software required to utilize the Xpeditor system, which includes all programs, supporting data files and operating documentation.

Provider: Quadax, Inc., 7500 Old Oak Blvd., Middleburg Hts., OH 44130

Cost: **Not to Exceed \$2,400.00**

Term: retroactive to January 12, 2024 until January 11, 2025

Amendment: initial term of Agreement after one year and may be renewed for additional one-year periods by mutual written agreement not later than 90 days prior to the expiration of the current term; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Agreement and amendment noted above are approved in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED that the George Dubic, Administrator of the Ashtabula County Nursing and Rehabilitation Center, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-85

February 06, 2024

**RESOLUTION APPROVING AN AGREEMENT WITH QUADAX, INC. FOR
ELECTRONIC DATA INTERCHANGE (EDI) SERVICES AT THE ASHTABULA
COUNTY NURSING AND REHABILITATION CENTER**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Absent**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio



Hosted EDI Services Agreement

THIS ELECTRONIC DATA INTERCHANGE (“EDI”) SERVICES AGREEMENT (the “Agreement”), by and between **Quadax, Inc.**, an Ohio corporation, hereinafter called “Quadax,” and **Ashtabula County dba Ashtabula County Nursing & Rehabilitation Center**, an Ohio governmental entity, referred to hereinafter as the “Client,” is entered into as of the date signed by Quadax (“Effective Date”). Quadax and Client are sometimes referred to herein collectively as the “parties” or individually as a “party.”

WHEREAS, Quadax provides electronic healthcare transaction processing services and proprietary software tools, including Xpeditor and related components as indicated on Exhibit A Fee Schedule (collectively “Xpeditor”), to facilitate management of the healthcare revenue cycle, hereinafter referred to as *EDI Services*; and

WHEREAS, the Client wishes to contract for the *EDI Services* for the period and on the terms and conditions set forth herein, and wishes to assure itself of the availability of such service at fixed and agreed-upon rates for the term hereof as provided herein; and

NOW THEREFORE, the parties hereto agree as follows:

Section 1: Services of Quadax

- 1.1 Quadax will operate as the Application Service Provider throughout the term of this Agreement, maintaining the software required to utilize the Xpeditor system under the terms of this Agreement. The Xpeditor system includes all programs, supporting data files, and operating documentation.
- 1.2 Quadax will make available to client both routine and emergency service via VPN or mutually agreeable connection for the purpose of resolving system problems originating in Xpeditor. Resolution of system problems will be as follows:
 - a) If the problems result from program errors in Xpeditor, Quadax shall correct such program errors and shall exercise its best efforts to assure that the same is accomplished as expeditiously as possible. Program errors are defined as failures of Xpeditor to operate in substantial conformity with descriptions of such operation in the Xpeditor User Guide and Release Notes, as updated from time to time by Quadax.
 - b) If the problems originate from incorrect use of Xpeditor or from a computer equipment malfunction which results in database errors which may require assistance by Quadax for correction, Quadax will generally provide such assistance; however, depending on the efforts to be expended, Quadax reserves the right to charge Client for the associated consulting time at the same rates and terms as custom edits and conversions programming described in Section 4.4. Incorrect use of Xpeditor is defined as data processing procedures not in conformity with such procedures as described in the Xpeditor User Guide and Release Notes as updated from time to time by Quadax.
 - c) If the problems originate in Client’s computer network or in software not covered by this Agreement or result from modifications to Xpeditor made by anyone other than Quadax, Quadax’s responsibility shall be limited to providing assistance and advice to enable Client to determine appropriate remedial action to be taken by Client or others (not by Quadax) to resolve such problems.
 - d) The support described herein shall be available between 6 a.m. and 5 p.m., Monday through Friday, Eastern Standard/Daylight Time, excluding Quadax holidays as publicly published on the Quadax corporate web site (<http://www.quadax.com>).
- 1.3 Quadax will provide one (1) user license for access to the Xpeditor system by any Client-authorized user registered in the Quadax Portal. If additional concurrent access is required, Client may subscribe to additional concurrent user licenses as indicated on Exhibit A.

Section 2: Warranties of Quadax

- 2.1 Quadax shall perform its work in a diligent, workmanlike manner according to the terms of the contract herein and will correct any program or computer operating or Quadax user error or omission as soon as is reasonably possible following discovery of such error by Quadax or Client, provided that sufficient time has not elapsed to preclude such correction from being successfully achieved.
- 2.2 Quadax warrants that the Xpeditor system will operate as described in the Xpeditor User Guide and incorporates the most-currently published User Guide as the official documentation describing the features, capabilities, and attributes of the Xpeditor software system. Operation of the Xpeditor system may be modified from time to time as software updates are released.
- 2.3 Quadax shall comply, at its own cost and expense, with the provisions of all federal, state, county, and municipal laws, ordinances, regulations and orders and any requirements of regulatory agencies, including the Centers for Medicare and Medicaid Services (CMS), pertaining to the performance and provision of the EDI Services.
- 2.4 Quadax warrants and represents that it is not presently listed, nor has it ever been listed, on the Office of the Inspector General’s Exclusion Database. Moreover, Quadax warrants and represents that it has never been required to pay a fine or penalty under the Civil False Claims Act, 31 U.S.C. §3729-3733, the Anti-Kickback Statute, 42 U.S.C. §1320a-7b(1) and (2), 42 U.S.C.



programming rate by up to 3% per annum with prior written notification to Client.

- 4.5 Payment in full is due when said invoice is received by Client and is considered delinquent thirty (30) days following invoicing. Dispute of invoice charges must be made in writing within thirty (30) days of receipt of invoice. Quadax reserves the right to limit Client's access to and use of EDI Services or may suspend said services in the event of delinquency of undisputed invoices. A reconnection charge equivalent to two hours of programming at the then-current standard programming rate will be assessed to reactivate Client's account following suspension of service. Quadax agrees to allow access and use of the EDI Services at such time as all invoices and reconnection charge have been paid.
- 4.6 Fees and costs not expressly provided for herein shall not be charged to Client without specific advance written approval thereof by Client.

Section 5: Term and Termination

- 5.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and conclude no earlier than three (3) years from the last day of the month of the Effective Date, and shall thereafter be automatically renewed at the end of each annual period for an additional annual period of one (1) year, unless either party gives written notice to the other of termination of this Agreement effective on an anniversary date, such notice to be given not later than ninety (90) days prior to such anniversary date.
- 5.2 Quadax reserves the right to present a new agreement, not later than one hundred (100) days prior to the end of the initial or any subsequent term of this Agreement, which could include modified pricing, and be effective with the start of the new term. Client may exercise its right to terminate this Agreement according to Section 5.1 if Client deems the modified agreement to be unacceptable, or, by mutual agreement of the parties, the current Agreement may continue month-to-month unchanged for up to three (3) months subsequent to the conclusion of the term while a new agreement is negotiated in good faith by the parties.
- 5.3 **Termination.** Notwithstanding Section 4, this agreement may be terminated by either party at any time for "good cause" as follows:
- a) Good cause to terminate by Quadax shall exist if Client fails to make payment to Quadax of any undisputed amounts within thirty (30) days of the due date and written notice of Client's failure to pay such undisputed amount.
 - b) Good cause to terminate by either party shall exist if other party fails to abide by any other term of this Agreement after written notice from non-breaching party of such breach and breaching party has failed to cure said breach within thirty (30) days of receipt of said notice, or if the default cannot be cured within thirty (30) days, breaching party has failed to take reasonable steps within said thirty (30) days to initiate a process to cure said breach.
- 5.4 If Client terminates this Agreement prior to the end of any term for a reason other than in accordance with the provisions of this Section, Client agrees to remit to Quadax an Early Termination Fee equal to the monthly bundled and recurring fees as shown on Exhibit A multiplied by the number of months remaining in the then-current term.
- 5.5 If either party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization, this Agreement shall, at the election of the other party and without notice, terminate with immediate effect.
- 5.6 In the event of the termination of this or a successive Agreement by and between Quadax and Client for EDI Services employing Xpeditor, Client will remove Xpeditor software and all supporting data files from all Client systems and return to Quadax all product documentation in the possession of the Client.
- 5.7 Historical claim data in the form of ANSI 837 files will be available for download by Client from the secure Portal throughout the engagement. Should Client request that Quadax retrieve and deliver historical claim data during the engagement or upon termination of this Agreement, Quadax reserves the right to assess a fee, to be quoted at time of request, for the data gather and media delivery.

Section 6: Compliance with Government Regulations

- 6.1 Quadax ("Business Associate") and Client ("Covered Entity") represent and warrant that they shall be in full compliance with all applicable laws and regulations of Federal and State government authorities relating to its respective obligations under this Agreement. Each party shall use reasonable efforts to ensure compliance with Public Law 104-191 of August 21, 1996, Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261 et seq. as from time to time amended and Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and all regulations promulgated thereunder, prior to the effective enforcement date(s) thereof.
- 6.2 In amplification of this provision of the Agreement, Business Associate and Covered Entity have entered into a separate Business Associate Agreement with an Effective Date of 1/12/2024, which is incorporated herein by reference.

Section 7: Miscellaneous

- 7.1 The Xpeditor system is a confidential intellectual property owned, developed, and distributed by Quadax. The Client shall
- Ashtabula County Nursing & Rehabilitation Center AYXP*
EDI Services Agreement 9-2023



make every reasonable attempt to protect the confidentiality and security of the Quadax portal and software products, processing screens and reports, data and mapping tables, and documentation. The Client shall not copy, distribute, or provide access to the Quadax software and portal to any person or entity, or on any network, other than those expressly authorized by Quadax. All computer programs provided by Quadax to be used in the performance of services hereunder are confidential and proprietary to Quadax and shall remain at all times the property of Quadax; Client also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile, or otherwise tamper with the Quadax portal, products, or any related software provided therewith. Client will be responsible for, and will take appropriate steps to ensure compliance by, its employees, agents, vendors and customers with respect to Client's obligations under this Agreement. If, in Quadax's sole determination, this provision has been violated, Quadax reserves the right to limit Client's access to, and use of, the Services, software, portal and documentation noted in this Agreement until such time the violation has been cured.

- 7.2 The EDI Services provided by Quadax related to Institutional claims processing make use of content from the Official UB-04 Data Specifications Manual and/or the Official UB-04 Electronic Data Set ("Licensed Content") copyrighted by the American Hospital Association® ("AHA"), Chicago, Illinois, which retains all Intellectual Property Rights to the Licensed Content. Client may not extract the Licensed Content from Xpeditor or Audit Control Axis. Royalty fees paid by Quadax to the copyright holder on behalf of Client for the use of the Licensed Content will be invoiced to Client as provided for in Section 4.2. Client's non-payment of royalty fees thus invoiced by Quadax will be deemed as failure to pay an invoice in full and is subject to the terms detailed in section 4.5.
- 7.3 The EDI Services provided by Quadax related to Professional claims processing make use of Current Procedural Terminology ("CPT"). CPT is copyrighted by the American Medical Association ("AMA") and CPT is a registered trademark of the AMA. Client is prohibited from extracting the CPT content from Xpeditor. CPT as contained in Xpeditor is provided "as is" without any liability to the AMA; the AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in CPT coding. Royalty or licensing fees paid by Quadax to the copyright holder on behalf of Client for the use of the CPT content will be invoiced to Client as provided for in Section 4.2. Client's non-payment of royalty or licensing fees thus invoiced by Quadax will be deemed as failure to pay an invoice in full and is subject to the terms detailed in section 4.5.
- 7.4 Non-Indemnification. Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result in or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or non-physician agents, in the performance or omission of any act or responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. Neither party will be required to indemnify or hold the other party harmless.
- 7.5 The Client and Quadax agree that the act of hiring active employees from each other's organizations is potentially harmful to that organization and therefore, agree not to do so unless prior written approval has been received from the other party. In the absence of such approval, hiring by either party of an individual that is either an active employee or has been an active employee within the last six (6) months prior to such hiring is a violation of this covenant. Violations of this covenant shall subject the violating party to liquidated damages in the amount of one hundred thousand dollars (\$100,000.00), not subject to arbitration relief as provided for herein.
- 7.6 Failure of Quadax or Client to insist upon strict compliance with any of the covenants or conditions hereof shall not be deemed a waiver thereof, nor shall any waiver of any right or power hereunder at any time be deemed a waiver of such right or power at any other time or times.
- 7.7 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The place of arbitration shall be Cleveland, Ohio.
- 7.8 Neither party may assign this Agreement without the prior written consent of the other party. The rights and obligations of this Agreement shall bind and benefit any successors or permitted assigns of the parties.
- 7.9 Quadax agrees that until the expiration of ten (10) years after the furnishing of any service pursuant to this Agreement, Quadax will make available, upon written request of the Secretary of Health and Human Services or Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Quadax as to the business affairs of Quadax that are necessary to certify the nature and extent of costs incurred by Client for such service. Quadax shall comply with any applicable now existing or future federal regulations related to retention of documents, for no less than a period of seven (7) years in conjunction with any continuing EDI Services provided by Quadax



to Client under this Agreement.


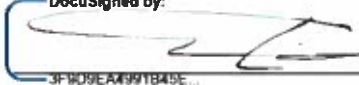
- 7.10 If any terms or provisions of this Agreement shall be declared invalid, void or illegal for any reason by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not thereby be adversely affected and shall remain in full force and effect.
- 7.11 This Agreement is governed by the laws of the State of Ohio.
- 7.12 This Agreement, together with the Exhibits attached hereto, embodies the entire Agreement of the parties with respect to the subject matter hereof and supersedes all other understandings and Agreements between the parties with respect to such subject matter. No amendment or waiver of any provision of this Agreement will be effective unless in writing signed by the parties.
- 7.13 All notices required or permitted hereunder shall be in writing and shall be sufficient in all respects when received, or forty-eight (48) hours having been mailed, Certified mail, return receipt requested,

If to:	If to Client:
Quadax, Inc.	Ashtabula County
7500 Old Oak Boulevard	5740 Dibble Road
Cleveland, OH 44130	Kingsville, OH 44048-9809
Attn: Anthony W. Petras, Chief Operating Officer	Attn:

or to such other address as either party shall furnish to the other in writing.

- 7.14 Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties do execute this Agreement by signing below:

SIGN:  PRINT: <u>Anthony W. Petras</u> TITLE: <u>COO, EDI Services</u> DATE: <u>12/22/2023</u>	SIGN:  PRINT: <u>George Dubic</u> TITLE: <u>Administrator</u> DATE: <u>1/12/2024</u>
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<u>CLIENT INFORMATION: AYXP, LD49</u>			
Date: September 2023	Primary Contact: _____	Title: _____	
Phone: _____	Extension: _____	Fax: _____	
Email: _____	Specialty: _____		
Address, City, State, Zip: _____			



SERVICES AGREEMENT EXHIBIT A: FEE SCHEDULE

This proposed Fee Schedule is valid for a limited time and will expire if not executed as part of an Agreement by 12/28/2023.

PLEASE INDICATE CLAIM TYPE ELECTION BY CHECKING APPLICABLE BOXES: CMS 1500 UB04

Monthly Bundled Service Fee	
Monthly Bundle for all services identified below as "included"	\$ 150.00
Bundled Services	
Claim Processing <i>Includes up to 350 claims per month. For each claim in excess of 350 within a monthly billing cycle Client will incur \$0.20.</i>	Included
Automatic Secondary Processing (ASP): Creation of Secondary Claims & EOBs or EOMBs <i>(Requires Remittance File Subscription for Primary Payer)</i>	Included
Remittance Management ¶ <i>Charges for Remittance Management are based on the number of CLPs processed through the system for each distinct database (Lcode). Includes up to 350 CLPs per month. For each CLP in excess of 350 within a monthly billing cycle Client will incur \$0.05.</i>	Included
Extra Concurrent Users	Included
Compliance Tools	Included
Payer Reports	Included
Transactional Fees	
Printing, Sorting, Stuffing, Mailing of Hardcopy Claims – Initial or Secondary with EOBs or EOMBs	\$ 0.68 § per claim
Claim Attachment Faxed	\$ 0.10 per page
Claim Attachment with Quadax Print & Mail	\$ 1.98 § per package
Licensed Content Fees	
Licensed Content UB-04 Royalty ❖	See below
Licensed Content CPT Royalty ◆	See below

¶ **Pass-through Access Fees:** As per Section 4.2 of the Agreement, EDI Services that may incur additional pass-through access fees from payers may include, but not be limited to, remittance management, electronic claim attachments (275 transactions), eligibility transactions, and claim status transactions.

§ **Hardcopy Claims Processing:** Services including postage provided herein or then in effect, are subject to increases to the processing fee per piece as well as those necessitated by any and all increases in the USPS first class mailing rate as they are approved and announced from time-to-time. Quadax will notify Client of such rate increases as soon as practical once announced.

❖ **Licensed Content UB-04 Royalty:** As per Sections 4.2 and 7.2 of the Agreement, Client will be subject to a \$72 annual fee should there be any use of the Licensed Content UB-04 Royalty. This fee will be invoiced on a monthly basis and may include a recoupment fee. The annual fee and the monthly portion invoiced are subject to change.

◆ **Licensed Content CPT Royalty:** As per Sections 4.2 and 7.3 of the Agreement, Client will be subject to an annual fee should there be any use of the Licensed Content (CPT Royalty). This fee will be based on the Client's number of Attending/Rendering NPIs, per database structure, multiplied by a factor determined by the American Medical Association (AMA). CPT Royalty will be invoiced on a monthly basis and may include a recoupment fee. The fee is subject to change annually as determined by the AMA.

PLEASE COMPLETE & RETURN WITH YOUR PAYMENT TO:

Quadax, Inc.
Attn: Sid Solomon
7500 Old Oak Blvd
Middleburg Heights, Ohio 44130

AMENDMENT

This Amendment to the Hosted EDI Services Agreement (“Agreement”) dated 1/12/2024 is entered between Ashtabula County dba Ashtabula County Nursing and Rehabilitation Center (“County”) and Quadax, Inc. (“Vendor”). The County and Vendor are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

The Parties agree to the amend the Agreement as follows:

1. The initial term of this Agreement shall commence on the Effective Date and conclude one (1) years from the last day of the month of the Effective Date. Subsequent to the initial term, the Agreement may renew for additional one year periods by mutual written agreement by the Parties not later than ninety (90) days prior to the expiration of the then current term.
2. County, by written notice to Vendor, may terminate the whole or any part of this Contract under any of the following conditions: (a) if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; (c) if any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed. Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
3. The County’s total liability under the Agreement shall be limited to the amount set forth in the Auditor’s certificate accompanying the Agreement. Except as otherwise permitted or required by law, under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No change or additional schedule to the Agreement shall be effective against the County without a new Auditor’s certificate.
4. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation, but does not require participation in arbitration. During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.
5. Vendor shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$2,000,000 and first party limits of not less than \$1,000,000.
6. Vendor understands and agrees that County is a public office and is subject to the Ohio Public Records Act. By entering into the Agreement, Vendor acknowledges and understands that certain records maintained by Vendor pursuant to the Agreement may be deemed public records and subject to disclosure under Ohio law. In the event Vendor is in possession of a Public Record as defined by the Ohio Public Records Act that is not otherwise available to County, Vendor agrees

to cooperate with a public records request to the extent required by law. If County is required to disclose a Public Record containing Confidential Information of Vendor in accordance with the Ohio Public Records Act, County shall provide prompt written notice to Vendor of such requirement and allow Vendor to redact Confidential Information of Vendor.

- 7. Except as otherwise provided in the Agreement and Business Associate Agreement between the parties, the parties agree that as between them, all rights, including all intellectual property rights, in and to County Data (which shall be defined as "any information provided to Vendor by County") shall remain the exclusive property of the County, and Vendor has a limited, nonexclusive license to access and use the County Data as provided to Vendor solely for performing its obligations under the Agreement. Nothing herein shall be construed to confer any license or right to the County Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of County Data by Vendor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between any provision of this Amendment and the Agreement, the provisions of this Amendment shall take precedence.

Agreed upon and accepted by:

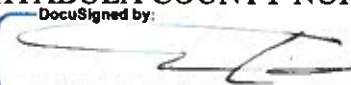
QUADAX, INC.

DocuSigned by:
By: 
60897725A4864C3

Date: 12/22/2023

Its: COO, EDI Services

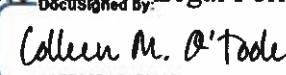
ASHTABULA COUNTY DBA
ASHTABULA COUNTY NURSING & REHABILITATION CENTER

DocuSigned by:
By: 
3F909EA4991B45E

Date: 1/12/2024

Its: Administrator

Approved as to Legal Form Only:

DocuSigned by:
By: 
8CFC278A0370483

Date: 1/11/2024

Colleen M. O'Toole,
Ashtabula County Prosecutor

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into on the 12.00 day of January, by and between Ashtabula County dba Ashtabula County Nursing and Rehabilitation Center (hereinafter referred to as "Covered Entity") and Quadax, Inc. (hereinafter referred to as "Business Associate").

WHEREAS, Business Associate will perform certain services on behalf of Covered Entity for which Covered Entity will make available and/or transfer to Business Associate individually identifiable health information pursuant to an agreement dated 1/12/2024 (the "Service Agreement").

WHEREAS, certain individually identifiable health information is considered to be Protected Health Information ("PHI") that may only be used or disclosed in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, P.L. 104-191, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (hereinafter the "HIPAA Privacy Rule"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") of 2009, P.L. 111-5, (cumulatively the "Health Privacy Laws");

WHEREAS, the Parties wish to set forth the terms and conditions pursuant to which PHI used, created, received or disclosed by the Business Associate in the performance of services for the Covered Entity will be handled during the term of this Agreement and after its termination.

NOW, THEREFORE, the parties hereby agree as follows:

I. DEFINITIONS

All capitalized terms of this Agreement shall have the meanings as set forth in the HIPAA Privacy Rule, unless otherwise defined herein.

II. PERMITTED USES AND DISCLOSURES OF PHI

1. Business Associate may use or disclose PHI as necessary to perform the services set forth in the Service Agreement.
2. Unless otherwise limited herein, the Business Associate may:
 - a. Use the PHI received from or on behalf of Covered Entity for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under state and federal confidentiality laws.
 - b. Disclose the PHI received from or on behalf of Covered Entity for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of the Business Associate, provided that (i) such disclosure is required by law or (ii) the Business Associate has received from the third party written assurances that such PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such third party and whereby the third party agrees to notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. In addition to using PHI to perform the services set forth in Section 1 of this Article, Business Associate may:

Matrix Matter Number 2023-CON-0201

Reviewed by Matthew J. Hebebrand, Esq.

- a. Aggregate the PHI in its possession with the PHI of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities, provided that the purposes of such data aggregation is to provide the Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity. Under no circumstances will Business Associate disclose PHI of Covered Entity to another covered entity absent the explicit authorization of Covered Entity. As between the Parties, Business Associate is the owner of any deidentified health information and any data set that aggregates Covered Entity data with data from other covered entities.
- b. De-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR 164.514(b) and further provided that the Business Associate maintains the documentation required by 45 CFR 164.514(b). Pursuant to 45 CFR 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement.

III. RESPONSIBILITIES OF THE PARTIES

1. Business Associate agrees to only use or disclose PHI as permitted or required in Article II of this Agreement or as required by law.
2. Consistent with the Covered Entity's minimum necessary policies and the HIPAA Privacy Rule, Business Associate may only request, use and disclose the minimum PHI necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.
3. Covered Entity shall notify Business Associate of the following to the extent Business Associate's use or disclosure of PHI is affected: (i) limitation(s) set forth in Covered Entity's notice of privacy practices; (ii) changes in, or revocation of, permission by the individual to use or disclose PHI; (iii) any agreed upon restrictions relating to the use or disclosure of PHI; and (iv) any opt-outs requested by individuals from marketing and/or fundraising activities of the Covered Entity. In the event Covered Entity agrees to a restriction to a use or disclosure of PHI, it shall not create a claim related to such PHI.
4. Business Associate shall use appropriate safeguards and comply with the requirements of the HIPAA Security Rule (Subpart C of 45 CFR Part 164) with respect to EPHI to prevent any use or disclosure not permitted by the terms of this Agreement.
5. Business Associate shall notify Covered Entity of any access, use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware, including breaches of unsecured PHI as required by 45 CFR 164.410, and any security incident of which it becomes aware, including those reported to Business Associate by its subcontractors or agents.
In addition:
 - a. Business Associate shall provide such notice to Covered Entity within ten (10) business days of discovery of such an occurrence and shall immediately conduct an investigation and report in writing, within ten (10) business days, the following information:
 - i. a description of the types of PHI that were involved in the occurrence (such as full name, date of birth, social security number, diagnosis, account number, etc.).
 - ii. A brief description of what occurred, including the date of the occurrence, if known, and the date of its discovery.

- iii. A brief description of what is being done to investigate the occurrence, mitigate any harm to individuals, and protect against any further occurrences.
 - b. Business Associate shall also provide Covered Entity with any other available information, as requested, that Covered Entity is required to include in its notification to the individual in accordance with 45 CFR § 164.404, either at the time the request is made or as the information becomes available.
 - c. Business Associate shall take all reasonable steps to mitigate any potentially harmful effects of such access, use or disclosure.
6. Business Associate shall require all subcontractors and agents that receive, maintain, create or transmit PHI on behalf of Business Associate to agree in writing, in accordance with 45 CFR 502(e)(1)(ii) with respect to PHI and 164.308(b)(2) with respect to EPHI, as applicable, to adhere to the same or similarly restrictive requirements and conditions that apply to Business Associate with respect to such PHI. Business Associate shall monitor all such agreements for compliance.
7. In the event that Covered Entity informs Business Associate in writing that PHI held by Business Associate is a Designated Record Set, Business Associate agrees to do the following at the request of Covered Entity and in the time and manner designated by Covered Entity:
 - a. Make such PHI available to Covered Entity as necessary for Covered Entity to fulfill an individual's request to access such PHI, in accordance with 45 CFR 164.524;
 - b. Make any amendments to such PHI that the Covered Entity directs pursuant to 45 CFR 164.526, or take any other measures necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
8. Business Associate shall document disclosures of PHI and information related to such disclosures as necessary for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Within forty-five (45) days of receiving a written request from Covered Entity, Business Associate shall provide such information to the Covered Entity in the manner requested, in order for Covered Entity to respond to an individual's request.
9. Business Associate shall make all books, records, agreements and internal practices relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Covered Entity, available to the Secretary of the United States Department of Health and Human Services (HHS), for purposes of determining compliance with the HIPAA Privacy Rule.
10. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligations.
11. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Privacy Rule if done by the Covered Entity except for any specific uses and disclosures set forth in Article II of this Agreement.

IV. TERM AND TERMINATION

1. This Agreement shall be effective as of the date set forth above and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by

Matrix Matter Number 2023-CON-0201

Reviewed by Matthew J. Hebebrand, Esq.

Business Associate on behalf of Covered Entity, is destroyed in accordance with Business Associate's records retention policy or, if it is infeasible to destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within such reasonable period of time as shall be specified by Covered Entity; or
 - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
3. Upon termination of this Agreement, for any reason and in the event that Business Associate determines that destroying the 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 destruction infeasible, for so long as Business Associate maintains such PHI.

V. INDEMNIFICATION INTENTIONALLY OMITTED.

VI. MISCELLANEOUS

1. A reference in this Agreement to a section in the Health Privacy Laws means the section as in effect or as amended.
2. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Privacy Laws or any applicable court decision.
3. The respective rights and obligations of the Parties under Section 3 of Article VI and Article V of this Agreement shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Health Privacy Laws.
5. No assignment of this Agreement of the rights and obligations hereunder shall be valid without the specific written consent of both Parties, provided, however, that this Agreement may be assigned by Covered Entity to any successor entity operating Covered Entity, and such assignment shall forever release Covered Entity hereunder.
6. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
7. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.


The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

Quadax, Inc.:

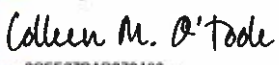
DocuSigned by:

By: 60897725A4884C3 Date: 12/22/2023
Its: COO, EDI Services

Ashtabula County Nursing and Rehabilitation Center:

DocuSigned by:

By: 3F9D9EA4991B45E Date: 1/12/2024
Its: Administrator

Approved as to Legal Form:

DocuSigned by:

BCFE27BAD379493 Date: 1/11/2024
Colleen M. O'Toole,
Ashtabula County Prosecutor