

RESOLUTION APPROVING BUSINESS ASSOCIATE AND TESTING AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE ASHTABULA REGIONAL MEDICAL CENTER FOR TESTING SERVICES

WHEREAS, two agreements have been presented for the approval of the Board, to-wit:

Provider: Ashtabula County Regional Medical Center, 2420 Lake Ave., Ashtabula, OH 44004

Term: **begins retroactive** to January 1, 2026 and terminates December 31, 2030 (5 years), terminate with 90 days written notice; now

Scope: **Testing Agreement:** Ashtabula Regional Medical Center to provide basic laboratory and imaging testing for tuberculosis treatment upon valid order by a physician.

Cost: Not to Exceed, \$102.50 for laboratory testing per test/patient, per test and \$200 for Imaging per test/patient, 5% escalator on each anniversary date of the agreement

Scope: **Business Association Agreement:** outlines Ashtabula County obligations with respect to handling of Protected Health Information.

Cost: No Cost to the County

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, 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. 2026-66

January 22, 2026

**RESOLUTION APPROVING BUSINESS ASSOCIATE AND TESTING AGREEMENT
BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS
AND THE ASHTABULA REGIONAL MEDICAL CENTER FOR TESTING SERVICES**

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

VOTE:

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

Aye
Aye
Aye

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

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

TUBERCULOSIS TESTING SERVICES AGREEMENT

This **TUBERCULOSIS TESTING SERVICES AGREEMENT** (the "Agreement") is entered into by and between **ASHTABULA REGIONAL MEDICAL CENTER** ("ARMC"), an Ohio nonprofit corporation, and **ASHTABULA COUNTY BOARD OF COMMISSIONERS** ("County"), an Ohio political subdivision (each a "Party," and collectively, the "Parties").

WHEREAS, ARMC is an Ohio nonprofit corporation organized for the purpose of providing medical services through its employees and contractors who are licensed to practice medicine in the State of Ohio; and

WHEREAS, County desires to engage ARMC to provide certain testing services, and ARMC desires to provide such services, as set forth by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above, the mutual covenants and agreements of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Engagement.

1.1 County hereby engages ARMC to provide tuberculosis testing services, in accordance with the Ohio Department of Health's tuberculosis guidelines, to Ashtabula County residences referred to ARMC by the Ashtabula County Health Department, the Ashtabula Health Department, and/or the Conneaut Health Department as more fully set forth in Section 2 of the Agreement (the "Services"), and ARMC hereby accepts such engagement.

1.2 Any prospective patients referred by the aforesaid Health Departments shall be prior authorized for testing by a confirmation letter issued by Ashtabula County.

1.3 ARMC is designated as the provider of a Tuberculosis Clinic for Ashtabula County.

2. Services.

2.1 The Services provided by ARMC shall consist of the following:

2.1.1 Basic Laboratory Test:

- Sputum smear and culture
- Basic or Comprehensive Metabolic Panel
- Interferon Gamma Release Assay (IGRA)
- QuantiFERON TB Gold +
- Complete Blood Count (CBC) with or without Differential

2.1.2 Imaging Test:

- 2-view chest X-ray (taking of the x-ray and interpretation of the x-ray by a board-certified radiologist).

2.2 All Services performed by ARMC shall be pursuant to a valid order by a physician. ARMC shall own, maintain and store all medical records and x-rays created as part of the Services rendered.

3. Fees for Services. ARMC shall charge the following amounts for the Services:

3.1 Basic Laboratory Test - one hundred two and 50/100 dollars (\$102.50) per patient, per test.

3.2 Imaging Test - two hundred dollars (\$200) per patient, per test.

3.3 The amounts set forth in this Section 3 shall automatically increase by five percent (5%) on each anniversary of the effective date of this Agreement.

3.4 ARMC will attempt to bill third-party insurers for any individual referred for testing if that patient has health insurance. The County will pay any portion of the above fees that are not covered by insurance. For patients who may be indigent or do not have any form of health insurance, ARMC shall bill the County for the Services.

3.5 ARMC shall furnish to the County a monthly billing statement of all charges incurred for the Services that are not covered, in whole or in part, by a patient's third-party insurer. County shall issue payment to ARMC for the Services within thirty (30) days of receipt of the billing statement from ARMC.

4. Term and Termination. This Agreement shall commence on January 1, 2026 (the "Effective Date") and shall continue for a period of five (5) years. Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party. Termination shall not affect any rights or obligations accrued prior to the effective date of termination.

5. Compliance.

5.1 The Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time, including, without limitation, the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), 42 U.S.C. 1395nn (the "Stark Law"), and 42 U.S.C. 1320a - 7b (the "Anti-Kickback Statute").

5.2 Each Party hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively "Debarred"), and each Party shall have the right to terminate this Agreement immediately in the event that the other Party becomes Debarred during the term of this Agreement.

6. Relationship of the Parties. It is expressly agreed and acknowledged by and between the Parties that (i) the relationship between the Parties is as arms-length participants in an

agreement, voluntarily entered into as independent third-parties; (ii) County and ARMC, as independent contractors, each shall be responsible for its own acts and omissions of professional liability, and the acts and omissions of its own employees and agents, and that neither Party shall bear responsibility for the acts or omissions of the other Party, or of the other Party's employees and agents; (iii) except as expressly outlined in this Agreement, neither Party may not assign any performance or obligation, without the express written consent from the other Party; (iv) nothing in this Agreement is meant to establish a financial relationship within the meaning of 42 U.S.C. 1395nn (the "Stark Law") that does not fall within a statutory or regulatory exception to the physician self-referral prohibition; (v) nothing in this Agreement shall constitute a remuneration which violates any Ohio state statute or regulation or the Medicare and Medicaid statute, 42 U.S.C. 1320a - 7b (the "Anti-Kickback Statute"); and (vi) in the event there is found by any court of competent jurisdiction or other agency having authority over County or ARMC, any provision of this Agreement that violates the Stark Law or Anti-Kickback Statute, then such provisions of this Agreement shall be immediately void.

7. Insurance. Each Party shall be liable for, and shall provide for insurance or self-insurance against, acts and omissions of such Party's personnel. Each Party shall provide such insurance in such amounts and under such terms as determined in the sole discretion of that Party but in no event shall such insurance coverage be less than One Million Dollars (\$1,000,000) per incident, Three Million Dollars (\$3,000,000) annual aggregate. Upon request, each party shall provide the other Party with evidence of such coverage and agrees to provide written notice of cancellation of, or material change to, such coverage.

8. Assignment. Neither Party may assign any of its rights or delegate any of its responsibilities without the written consent of the other Party.

9. Notice. Any notice under this Agreement shall be deemed to be received three (3) days from the date of posting with the United States Postal Service, or if delivered personally or via a nationally recognized overnight carrier, at the time of delivery. Any notices under this Agreement shall be sent to the respective parties at the addresses listed below.

If to ARMC: Leonard Stepp, Jr., President and CEO
Ashtabula Regional Medical Center
2420 Lake Avenue
Ashtabula, Ohio 44004

With a copy to: Tina Stasiewski, VP Business Development
Ashtabula Regional Medical Center
2422 Lake Avenue
Ashtabula, Ohio 44004

and

Christopher M. Huryn, Esq.
Roetzel & Andress
222 South Main Street, Suite 400
Akron, Ohio 44308

If to County: _____

10. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio. The Parties agree that venue for all disputes, controversies, and litigation arising under this Agreement shall lie with the courts located in Ashtabula County, Ohio.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all previous proposals, agreements, and other written and oral communications, in relation to the Services. This Agreement may only be amended in writing and signed by the Parties.

12. Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or other electronic means, including .pdf format, which signatures shall be binding upon the Parties as if they were original signatures), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, by their signatures below the Parties have executed this Agreement as of the dates of their respective signatures, to be effective as of the Effective Date.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

By: _____
Date: _____

ASHTABULA REGIONAL MEDICAL CENTER

By: _____
Leonard Stepp, Jr., President & CEO
Date: 1/16/2026

24269917

Signature Page

AGREEMENT TITLE: TUBERCULOSIS TESTING SERVICES AGREEMENT

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: 1/9/2026

Reviewed by Earl F. Stoll, Assistant Prosecutor



BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“BAA”) is entered into effective this 22nd day of January, 2020 by and between **ASHTABULA REGIONAL MEDICAL CENTER**, an Ohio non-profit corporation, with its principal office at 2420 Lake Avenue, Ashtabula, Ohio 44004 (“Covered Entity”) and **ASHTABULA COUNTY BOARD OF COMMISSIONERS**, a governing body in Ashtabula County, with its principal office at 25 West Jefferson Street, Jefferson, OH 44047 (“Business Associate”), each a “Party,” and collectively, the “Parties.”

WHEREAS, Covered Entity is in the business of furnishing hospital, medical and related healthcare services;

WHEREAS, Business Associate has agreed to provide certain services to Covered Entity pursuant to a **Tuberculosis Testing Agreement** (the “Agreement”);

WHEREAS, in the course of providing the services to Covered Entity, Business Associate will create, receive, maintain, transmit, or have access to Protected Health Information (as defined herein) on behalf of or for Covered Entity; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate’s obligations with respect to its handling of Protected Health Information.

NOW THEREFORE, for mutual consideration the sufficiency of which is acknowledged by both Parties, the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the following terms shall have the indicated meanings:
 - a. “Breach” shall mean the same as the term breach in 45 C.F.R. §164.402, as the same may be amended from time to time.
 - b. “Breach Notification Rule” shall mean the Notification in the Case of Breach of Unsecured Protected Health Information at 45 C.F.R. part 164 subpart D, as the same may be amended from time to time.
 - c. “Discovery” shall mean the first day on which the breach is known to the Business Associate or, by exercising reasonable diligence, would have been known, to the Business Associate.
 - d. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as modified by the HITECH Act, and as the same may be amended from time to time.
 - e. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act adopted as part of the American Recovery and Reinvestment

Act of 2009, and the regulations promulgated thereunder, as the same may be amended from time to time.

- f. “Individual” shall mean the same as the term individual in 45 C.F.R. §160.103, as the same may be amended from time to time and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g), as the same may be amended from time to time.
 - g. “Protected Health Information (or PHI)” shall mean the same as the term protected health information in 45 C.F.R. §160.103, as the same may be amended from time to time and shall include electronic protected health information as that term is defined in 45 C.F.R. §160.103, as the same may be amended from time to time.
 - h. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164 subparts A and E, as the same may be amended from time to time.
 - i. “Secretary” shall mean the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.
 - j. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. parts 160 and 164 subparts A and C, as the same may be amended from time to time.
 - k. “Security Incident” shall mean the same as the term security incident in 45 C.F.R. §164.304, as the same may be amended from time to time.
 - l. “Required by Law” means the same as the term required by law in 45 C.F.R. §164.103, as the same may be amended from time to time.
2. **Representations, Warranties and Covenants.** Business Associate represents, warrants and covenants that to the extent that Business Associate creates, maintains, transmits, or receives any PHI on behalf of or from Covered Entity, Business Associate will comply with all of the following:
- a. **Permitted Uses.** Business Associate will not use or further disclose the PHI other than as permitted or required by the Agreement, or this BAA, or as Required by Law. Except as otherwise limited in this BAA or the Agreement, Business Associate may use or disclose PHI on behalf of, or to provide the services to, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
 - b. **Minimum Necessary.** Business Associate will limit its use, disclosure, and request of PHI, to the extent practicable, to the Limited Data Set (as defined in 45 C.F.R. Section 164.514(e)(2)) or, if needed by such entity, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, respectively.

- c. Compliance with Security Rule, Privacy Rule. Business Associate will use appropriate safeguards and comply with the Security Rule to prevent use or disclosure of PHI other than as provided for in this BAA. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).
- d. Security Standards. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the Security Rule, including:
- (i) administrative safeguards in accordance with 45 C.F.R. Section 164.308;
 - (ii) physical safeguards in accordance with 45 C.F.R. Section 164.310; and
 - (iii) technical safeguards in accordance with 45 C.F.R. Section 164.312.

Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements, including regular assessments of its administrative, physical and technical safeguards. Business Associate will provide evidence of compliance with the requirements in this Section 2 if requested by Covered Entity.

- e. Report Violations, Security Incident. Business Associate will document and report to Covered Entity any actual or suspected use or disclosure of PHI not provided for by this BAA or any applicable federal or state law or regulations, including but not limited to, any Breach or any Security Incident (each an "Unauthorized Act"), within three (3) days of the Discovery of such Unauthorized Act. Business Associate shall provide Covered Entity with the following information:
- (i) The identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed;
 - (ii) What happened, including the date of the Unauthorized Act and the date of discovery of the potential breach or Security Incident, if known;
 - (iii) The type of information involved;
 - (iv) Any steps the Individual should take to protect themselves;
 - (v) What the Business Associate is doing to investigate and mitigate the Unauthorized Act and protect against further Unauthorized Acts; and
 - (vi) Information on how the Covered Entity can contact the Business Associate for more information or questions.

Business Associate shall supplement any notice required under this Section with any new information that becomes available and shall provide such other

information as reasonably requested by Covered Entity. Further, Business Associate agrees to furnish the Covered Entity with copies of any risk assessment, written investigative and forensic reports (as applicable) relating to the Unauthorized Act and any other information concerning the incident as Covered Entity may reasonably request. Business Associate shall take (i) prompt corrective action to cure any deficiencies, (ii) any action pertaining to such Unauthorized Act required by applicable federal and state laws and regulations, (iii) all reasonable steps to mitigate any harmful effect that is known or reasonably anticipated with respect to the Unauthorized Act, and (iv) any reasonable steps recommended by Covered Entity. In the event that an Unauthorized Act reported by the Business Associate under this Section creates a notice and/or reporting obligation on the part of either Party herein to any individual, federal or state regulator, the media, or other person or entity under HIPAA or other applicable law, Business Associate shall, in coordination with Covered Entity, provide the required notifications and reporting to such Parties in accordance with the requirements and procedures under the applicable law. In carrying out such obligations, Business Associate shall afford Covered Entity with a reasonable opportunity to direct, review, and approve the contents of such notification(s) and reports and will implement any recommendations with respect to the content and manner of such notification(s) and reports as Covered Entity reasonably requests. Business Associate's obligations under this Section apply equally with respect to PHI maintained by Business Associate's agents and subcontractors.

Business Associate will reimburse Covered Entity for all costs, expenses and damages (including reasonable attorneys' fees) associated with any notification process that it may incur under the Breach Notification Rule as a result of or arising from an act or omission of Business Associate or its agents or subcontractors.

Notwithstanding the foregoing, the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include security incidents in the nature of pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, acquisition, use or disclosure of PHI.

- f. Agents and Subcontractors. Business Associate will ensure that any agents, including subcontractors, to whom Business Associate provides PHI agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI in accordance with 45 CFR Sections 164.502(e)(1)(ii) and 164.308(b)(2). Business Associate will provide such written agreements to the Covered Entity prior to providing any of the Covered Entity's PHI to any agent or subcontractor.

- g. Offshoring. Business Associate and its employees, agents, and contractors will not process, transfer, handle, store, or access any of Covered Entity's PHI outside the jurisdiction of the United States of America without the express prior written authorization of the Covered Entity.
 - h. Access to PHI. Within ten (10) days of Covered Entity's request, Business Associate will make the PHI available to Covered Entity or as directed by Covered Entity in accordance with 45 C.F.R. §164.524 of the Privacy Rule.
 - i. Amendment of PHI. Within ten (10) days of Covered Entity's request, Business Associate will make available PHI for amendment to Covered Entity or as directed by Covered Entity and incorporate any amendments to PHI in accordance with 45 C.F.R. §164.526 of the Privacy Rule.
 - j. Governmental Access to Records. Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI available to Covered Entity and/or the Secretary for purposes of determining Covered Entity's and Business Associate's compliance with the Privacy Rule, Security Rule, Breach Notification Rule, HITECH Act, and this BAA.
 - k. Accounting of Disclosures. Within ten (10) days of Covered Entity's request, Business Associate will document and make available such information as directed by Covered Entity in order to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528 of the Privacy Rule, and with respect to PHI maintained in an electronic health record, in accordance with Section 13405(c) of the HITECH Act and the regulations promulgated thereunder.
 - l. Policies and Procedures. Business Associate will implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of 45 C.F.R. Part 164 Subpart C.
 - m. No Remuneration. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual in accordance with 45 C.F.R. Section 164.502(a)(5)(ii).
 - n. Return or Destruction of PHI. Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of, Covered Entity which Business Associate still maintains in any form at the termination of this BAA.
3. Ownership of Health Information. As between Covered Entity and Business Associate, Covered Entity owns the PHI disclosed to Business Associate, and Business Associate will not, by virtue of this BAA or the Agreement, own any of the PHI. This BAA shall not be construed as creating, conveying, transferring, granting or conferring upon the Business Associate any rights, license or authority in or to the PHI exchanged, except the limited right to use PHI in providing the services under the Agreement. Furthermore, and

specifically, no license or conveyance of any intellectual property rights is granted or implied by this BAA.

4. Term and Breach.

- a. The term of this BAA is effective as of the effective date stated above, and shall terminate upon the termination of the Agreement, except terms that are intended by their nature to survive termination of this BAA shall survive termination and remain in full force.
- b. Notwithstanding any provision in this BAA or the Agreement to the contrary, if Covered Entity becomes aware of a material breach or violation of this BAA by Business Associate, Covered Entity may terminate the Agreement and this BAA upon ten (10) business days' prior written notice to Business Associate, unless Business Associate cures the breach, to the satisfaction of Covered Entity, within such 10-day period. Business Associate will not be allowed to accept or receive any PHI unless this BAA is in effect.
- c. If Covered Entity determines that the termination of the Agreement is not feasible, then Covered Entity may report the breach to the Secretary.
- d. If Business Associate's compliance with Section 2(n) of this BAA is not feasible, then Business Associate shall notify Covered Entity in writing and the protections of this BAA shall extend to all such PHI and Business Associate shall limit further uses and disclosures of the PHI to those purposes that make the Section 2(n) compliance not feasible, for so long as Business Associate maintains such PHI. Business Associate's obligation to protect the privacy and safeguard the security of the PHI it created or received for or from Covered Entity will be continuous and survive termination, cancellation, expiration or other conclusion of this BAA and the Agreement.

5. Background Checks. Covered Entity has the right to perform background checks, at its own expense, on any employee, agent, subcontractor, or person otherwise associated with Business Associate if such person will be on-site at any facility of Covered Entity or its affiliates for any reason.

6. Third Party Rights. The terms of this BAA are not intended nor should they be construed to grant any rights to parties other than Business Associate and Covered Entity.

7. Applicable Law and Forum. This BAA shall be interpreted and construed in accordance with the laws of the State of Ohio, without regards to the conflict of laws provisions thereof. Any action arising under or relating to this BAA shall be exclusively brought in the federal or state courts located in Ashtabula County, Ohio. Each Party hereto consents to the jurisdiction of the foregoing courts.

8. Waiver. No delay or omission on the part of either Party in exercising any right hereunder shall operate as a waiver of such right or of any other right under this BAA. A waiver on

any one occasion shall not be construed as a bar to or waiver of any right or remedy on any further occasion. The election of either Party of a particular remedy on default will not be exclusive of any other remedy, and all rights and remedies of the Parties hereto will be cumulative.

9. Amendments. Any amendment to this BAA shall not be binding on either of the Parties to this BAA unless such amendment is in writing and executed by the Party against whom enforcement is sought.
10. Notices. Any notices required or permitted under this BAA shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, proper postage prepaid, properly addressed to the address of the addressee set forth above or to such other more recent address of the addressee of which the sending Party has received written notice.
11. Authority. Each Party has full power and authority to enter into and perform this BAA, and the person signing this BAA on behalf of each Party has been properly authorized and empowered to enter into this BAA.
12. Conflicts. If any provision of this BAA is in direct conflict with any provision of the Agreement, then the provisions of this BAA will control.
13. Indemnity. Business Associate shall indemnify, defend and hold harmless Covered Entity from any claim, cost or damage of any nature (including reasonable attorneys' fees) related to a breach by Business Associate of its obligations under the Privacy Rule, Security Rule, Breach Notification Rule, the HITECH Act, or this BAA. Business Associate shall indemnify and hold harmless Covered Entity against any costs or damages finally awarded against Covered Entity by a court of competent jurisdiction as a result of any such third-party claim. Business Associate's obligations pursuant to this Section 13 shall not be limited in any way by any limitation of liability language of any type, if any, provided for in any agreement between the Parties. The Parties recognize that the Business Associate is a county entity, and as such, the restrictions on invalid contract terms and conditions provided under Ohio Revised Code Section §307.901 apply.
14. Requests for PHI. Business Associate shall immediately notify Covered Entity in writing and provide Covered Entity with a copy, of any subpoena or other discovery request or any judicial, governmental or administrative order requesting or requiring Business Associate to disclose PHI (collectively "Request"). Business Associate will follow Covered Entity's direction as to responding to such Requests.
15. Entire Agreement. This BAA constitutes the entire agreement between Covered Entity and Business Associate and supersedes all prior agreements between them with respect to the Protected Health Information, whether written or oral.
16. Compliance/Changes in Law. In performing its obligations under this BAA, each Party will comply, and will cause its affiliates, employees, subcontractors, and agents to comply, with the requirements of all applicable laws, rules and regulations. Without limiting the

foregoing, each Party agrees to timely comply with HIPAA, and all regulations promulgated thereunder, as amended from time to time, including the HITECH Act, and all regulations promulgated thereunder, as amended from time to time, and any state or federal laws, rules or regulations or any action of any governmental agency to enforce any state or federal law, rule or regulation affecting the acquisition, use, or disclosure of PHI. Each Party will take such actions as are reasonably requested by the other Party to achieve compliance relative to this Agreement.

17. Electronic Signatures; Counterparts. This Agreement may be executed electronically (e.g., DocuSign) and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this BAA effective as of the date first above written.

“Covered Entity”

Ashtabula Regional Medical Center

By: 

Printed: Leonard S. J. Tr.

Its: President CEO

“Business Associate”



By: _____

Printed: Casey Kozlowski

Its: President

22729746

Signature Page

AGREEMENT TITLE: BUSINESS ASSOCIATE AGREEMENT

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: _____

¹⁶
1/8/2026

Reviewed by Earl F. Stoll, Assistant Prosecutor

