



This **Business Associate Agreement - Addendum** (hereinafter "Addendum") is made and entered effective as of the 26th_ day of June, 2026_ by and between **GBS CORP.** (hereinafter "GBS") and **_City of Galion, OH (Board of Health)_** (hereinafter "Covered Entity" and/or "Customer").

WHEREAS, GBS desires to sell to and provide to Customer products and services related to Customer's business, said business being the provision of health care and health care related services to individual patients;

WHEREAS, Covered Entity/Customer desires to purchase from GBS any such products and/or services that GBS may from time to time sell and/or distribute, for use by Customer in its business;

WHEREAS, Customer is and/or may be a Covered Entity, as defined and regulated by the federal Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and the federal HIPAA regulations as promulgated thereunder by the Secretary of Health and Human Services in 45 C.F.R. parts 160 and 164;

WHEREAS, the parties hereto hereby desire to amend their prior Agreement (if applicable), dated ___N/A___ (the "Agreement") and/or their prior professional and business relationship and to comply with HIPAA and 45 C.F.R. parts 160 and 164, to the extent applicable; and

WHEREAS, Customer understands and hereby agrees that GBS is not a Covered Entity as defined and regulated by HIPAA, and that this Addendum is entered into for the purposes of maintaining the privacy and/or confidentiality of any "protected health information" (as defined in 45 C.F.R. Section 160.103) created, received, maintained or transmitted by or to GBS on behalf of Covered Entity.

NOW, THEREFORE, this Addendum is adopted by the parties to assure compliance with HIPAA. This Addendum amends and is made part of the Agreement.

I. **DEFINITIONS**

A. All terms used herein and not otherwise defined shall have the same meaning and definition as those terms set forth in 45 C.F.R. Sections 160.103, 164.103, and 164.501.

B. **Business Associate.** Business Associate shall have the same meaning as the term "business associate" as set forth in 45 C.F.R. Section 160.103, and for purposes of this Addendum, GBS is considered to be a "Business Associate".

C. **Covered Entity.** Covered Entity shall have the same meaning as the term "covered entity" as set forth in 45 C.F.R. Section 160.103, and for purposes of this Addendum, Customer identified in the opening paragraph of this Addendum is considered to be a "Covered Entity".

D. **Designated Record Set.** Designated Record Set means a group of records maintained for Covered Entity that is the medical records and billing records about individuals maintained by or for Covered Entity; the enrollment, payment, claims adjudication, and case or medical management records systems maintained by or for a health plan; or used, in whole or in part, by or for Covered Entity to make decisions about individuals. For purposes of the Designated Record Set, the term "record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

E. **Individual.** Individual shall have the same meaning as the term "individual" as set forth in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

F. **Privacy Rule.** 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.

G. **Protected Health Information.** Protected Health Information or "PHI" shall have the same meaning as the term "protected health information" as set forth in 45 C.F.R. Section 160.103, limited to the information created or received by GBS from or on behalf of Covered Entity concerning any patients of

Covered Entity. PHI will include PHI in electronic form ("Electronic PHI") unless specifically stated otherwise.

H. Required By Law. Required By Law shall have the same meaning as the term "required by law" as set forth in 45 C.F.R. Section 164.103.

I. Secretary. Secretary shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

II. PERMITTED USES AND DISCLOSURES BY GBS.

2.01. GBS agrees to not use or further disclose PHI other than as permitted or required by this Addendum, the Agreement of the parties, and/or as otherwise permitted and/or Required By Law. GBS recognizes that the PHI is and shall remain Covered Entity's property, except as set forth in the Agreement. GBS agrees that it acquires no title or rights to the PHI as a result of this Addendum.

2.02. GBS agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Addendum and the Agreement.

2.03. GBS agrees to mitigate, to the extent practicable, any harmful effect that is known to GBS of a use or disclosure of PHI by GBS in violation of the requirements of this Addendum.

2.04. GBS agrees to report to Covered Entity within a reasonable period after discovery any use or disclosure of the PHI not provided for by this Addendum and/or by the Agreement between the parties, any Security Incident involving Electronic PHI, and any Breach of Unsecured PHI as required by 45 C.F.R. Section 164.410 of which GBS becomes aware. Such report shall be provided promptly and without unreasonable delay, but no later than 60 days after GBS discovers any use or disclosure of PHI not provided for by this Addendum and/or by the Agreement between the parties.

2.05. GBS agrees to ensure that any agent, including any subcontractor, to whom it provides PHI received from, or created, received, maintained or transmitted by GBS on behalf of, Covered Entity, shall agree in writing to the same restrictions, conditions, and requirements that apply to GBS pursuant to this Addendum with respect to such information. GBS agrees to insert the substance of this Section in all such subcontracts, provided that the provision shall be modified to treat the subcontractor as a Business Associate.

2.06. GBS agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created, received, maintained or transmitted by GBS on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

2.07. GBS agrees to document and make available such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528.

2.08. GBS agrees to provide to Covered Entity, in a reasonable time and manner, information collected in accordance with Section 2.07 of this Addendum, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. In the case of a direct request for an accounting from an Individual related to disclosures, during the three years prior to the request, of electronic health records for treatment, payment, or health care operations, GBS will forward the request to the Covered Entity to fulfill.

2.09. GBS agrees to provide access within a reasonable amount of time, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. Section 164.524.

2.10. GBS agrees that upon receipt of written notice from Covered Entity, GBS will promptly amend or permit Covered Entity access to amend any portion of PHI in a Designated Record Set as directed or agreed to by Covered Entity, so that Covered Entity may meet its amendment obligations under 45 C.F.R. Section 164.526.

2.11. GBS agrees to train its employees who handle Covered Entity's PHI about GBS' obligations and permitted uses and disclosures under this Addendum.

2.12. Except as otherwise limited in this Addendum, GBS may use or disclose PHI in order to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(a) When using or disclosing PHI or when requesting PHI from Covered Entity, GBS will make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request, except that GBS will not be obligated to comply with this minimum necessary limitation if neither Covered Entity or GBS is required to limit its use, disclosure, or request to the minimum necessary. Covered Entity and GBS acknowledge the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

(b) Subsection (a) does not apply to (A) disclosures to or requests by a health care provider for treatment; (B) uses or disclosures made to any Individual as permitted by the Privacy Rule, or pursuant to a valid written authorization described in 45 C.F.R. Section 164.508(b)(1)(i); (C) disclosures made to the Secretary in accordance with the Privacy Rule; (D) uses or disclosures that are Required By Law; or (E) uses and disclosures that are required for compliance with applicable requirements of the Privacy Rule.

2.13. Except as otherwise limited in this Addendum, GBS may use the PHI for the proper management and administration of GBS or to carry out the legal responsibilities of GBS.

2.14. Except as otherwise limited in this Addendum, GBS may disclose the PHI for the proper management and administration of GBS, provided that such limited disclosures are Required By Law, or provided that GBS obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies GBS of any instances of which it is aware in which the confidentiality of the information has been breached.

2.15. On behalf of Covered Entity, GBS may de-identify any and all PHI obtained by GBS under this Addendum, and use such de-identified data on GBS's own behalf, all in accordance with the de-identification requirements of the Privacy Rule.

2.16. Except as otherwise limited in this Addendum, GBS may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).

2.17. GBS may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

III. DUTIES OF COVERED ENTITY/CUSTOMER.

3.01. Covered Entity shall notify GBS of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. Section 164.520, to the extent that such limitation may affect GBS' use or disclosure of PHI.

3.02. Covered Entity shall provide GBS with any changes in, or revocation of, permission by any Individual to use and/or to disclose PHI related to any such Individual, if any such changes affect GBS' permitted and/or required use and/or disclosure of such PHI as required by this Addendum and the Agreement by and between the parties.

3.03. Covered Entity shall notify GBS of any restriction to the use and/or disclosure of PHI that Covered Entity has agreed and/or consented to in accordance with 45 C.F.R. Section 164.522 to the extent that such restriction may affect GBS' use or disclosure of PHI.

3.04. Covered Entity shall not request GBS to use and/or disclose PHI in any manner that would not be permissible under the Privacy Rule and Security Rule if done by Covered Entity, provided that GBS may use or disclose PHI as set forth in Section II.

IV. TERM AND TERMINATION.

4.01. The term of this Addendum shall be effective as of the date set forth above, and shall terminate upon the final expiration or termination of the last remaining Agreement subject to this Addendum, unless earlier terminated in accordance with this Section IV.

4.02. In accordance with 42 U.S.C. § 17934(b), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Agreement then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to the nonbreaching Party, or in the event that cure is not possible, then the nonbreaching Party shall immediately terminate this Agreement unless neither termination nor cure is feasible, in which case the nonbreaching Party shall report the violation to the Secretary.

4.03. Upon the termination of this Addendum, for any reason, GBS, with respect to PHI received from covered entity; or created, maintained, or received by GBS on behalf of covered entity, shall:

(a) Retain only that protected health information which is necessary for GBS to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return or destroy the remaining PHI that GBS still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Addendum, for so long as GBS retains the PHI;

(d) Not use or disclose the PHI retained by GBS other than for purposes for which such PHI was retained and subject to the same conditions set out in Section II, which applied prior to termination; and

(e) Return or destroy the PHI retained by GBS when it is no longer needed by GBS for its proper management and administration or to carry out its legal responsibilities.

4.04. In the event that GBS determines that returning or destroying the PHI is not feasible, GBS shall provide to Covered Entity written notification of the conditions that cause the return or destruction of the PHI to be infeasible. Thereafter, upon mutual agreement of the parties that return or destruction of PHI is not feasible, GBS will extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as GBS maintains such PHI.

4.05. The obligations of GBS under this Section shall survive the termination of this Addendum.

V. SECURITY PROVISIONS.

5.01. HIPAA includes administrative requirements to protect the security of Electronic PHI. GBS will:

(a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity;

(b) Ensure that any agent, including a subcontractor, to whom GBS provides such information, agrees to implement reasonable and appropriate safeguards to protect it; and

(c) Report to Covered Entity any successful (1) unauthorized access, use, disclosure, modification, or destruction of electronic PHI or (2) interference with GBS' system operations in GBS' information systems of which GBS becomes aware. GBS will make such report to Covered Entity's Security Officer within a reasonable time after GBS learns of any successful security incidents. To avoid unnecessary burden on either party, GBS will only be required to report, upon Covered Entity's request, attempted, but unsuccessful, unauthorized access, use, disclosure, modification or destruction of Covered Entity's electronic PHI or interference with system operations in GBS' information systems that involve Covered Entity's electronic PHI of which GBS becomes aware; provided that Covered Entity's request shall be made no more often than is reasonable based upon the relevant facts, circumstances and industry practices.

5.02. In those instances when GBS may conduct standard transactions on behalf of Covered Entity, GBS will comply with the requirements for standard transactions and data code sets of HIPAA.

5.03. To the extent required by the provisions of the HITECH Act, GBS shall, following the discovery of a breach of unsecured PHI, notify Covered Entity of such breach in accordance with the requirements of the HITECH Act. For purposes of this paragraph, a breach shall be treated as discovered by GBS as of the first day on which such breach is known to GBS (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of GBS) or should reasonably have been known to GBS (or such person) to have occurred. If GBS discovers a breach that requires notification to affected individuals pursuant to the HITECH Act, GBS shall contact Covered Entity without

unreasonable delay, but in no event more than 60 days after discovery of the breach. However, if GBS is acting as an agent of Covered Entity, then GBS shall contact Covered Entity as soon as practicable so that Covered Entity may inform affected individuals without unreasonable delay, and in no event more than 60 days after GBS' discovery of the breach. GBS will provide the identity of the individuals affected (to the extent possible) whose unsecured PHI has been, or is reasonably believed to have been, breached. In addition, GBS must provide Covered Entity with any other available information that Covered Entity may need to satisfy its obligation to notify an affected individual of the breach.

VI. MISCELLANEOUS PROVISIONS.

6.01. It is expressly understood and agreed by the parties hereto that this Addendum and the Agreement of the parties, and any and all invoices, contain the entire agreement of the parties hereto, and that no other agreement, statement or promise, oral or written, not referenced and/or mentioned herein and which is not contained herein, shall be valid or binding on the parties hereto.

6.02. It is further expressly understood and agreed by the parties hereto that this Addendum and the terms and conditions hereof are to be held by the parties hereto as confidential and that no party, nor any representative and/or agent of any party, shall disclose any of the terms and conditions of this Addendum to any third party.


6.03. This Addendum, and any and all amendments thereto, shall be governed in all respects by the laws of the State of Ohio and applicable federal laws, and any and all litigation which may arise between the parties hereto concerning this Addendum and the Agreement by and between the parties shall be venued in the Stark County, Ohio Common Pleas Court, and/or in the U.S. District Court for the Northern District of Ohio, Eastern Division, regardless of the domicile of any party or the site of any incident which may give rise to such litigation.

6.04. If any provision of this Addendum or any part hereof is declared invalid by any court of competent jurisdiction, the remainder of this Addendum shall remain in full force and effect according to the terms of the remaining provisions or parts of provisions hereof; and further, if any provision of this Addendum is found to be unreasonable and unenforceable by any court of competent jurisdiction, such provision shall be modified to the extent necessary to cause such provision to be reasonable and binding upon the parties thereto.

6.05. In the event that any court action, legal proceeding, and/or other legal process is commenced by GBS in order to enforce any provision of this Addendum and/or of the Agreement by and between the parties, Covered Entity hereby expressly agrees in advance that should GBS prevail in any such court action, legal proceeding, and/or other legal process, then Covered Entity shall be liable for and pay all court costs and attorneys fees incurred by GBS in enforcing any breach of this Addendum and/or of the Agreement by and between the parties, and/or in seeking damages for any breach of this Addendum and/or of the Agreement by and between the parties.

6.06 Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

IN WITNESS WHEREOF , the parties hereto, by and through their duly authorized representatives, have hereunto set their hands, effective as of the date set forth above.	
Covered Entity GBS CORP.	
Authorized Signature: x <i>Andrea Cinadr</i> Jun 26, 2026, 2:16 PM EDT	Authorized Signature: <i>JP Schippert</i> Jun 26, 2026, 2:01 PM EDT x
Name (Please Print): x Andrea Cinadr	Name (Please Print): x JP Schippert
Title: xHealth Commissioner	Title: x CFO
Date: x6/26/26	Date: x6/26/26
	Sales Representative: <i>Simone J. Uboldi</i> Jun 26, 2026, 2:03 PM EDT



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Record of Signing

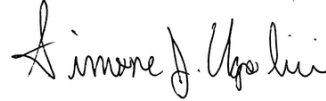
For GBS Corp.
Name JP Schippert
Title CFO



Signed on Jun 26, 2026 2:01 PM EDT

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UTC Signing time: 2026-06-26 18:01:48 UTC
IP Address: 45.62.176.211
Email: jpschip@gbscorp.com

For GBS
Name Simone J Ugolini
Title Director, Document Imaging



Signed on Jun 26, 2026 2:03 PM EDT

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IP Address: 45.62.176.211
Email: simoneu@gbscorp.com

For Galion City Health Department
Name Andrea Cinadr
Title Health Commissioner



Signed on Jun 26, 2026 2:16 PM EDT

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