



AGREEMENT FOR PURCHASE OF SERVICE

INTERPRETER SERVICES

THIS AGREEMENT, made and entered into by and between the **COUNTY OF SAUK**, a Wisconsin unit of county government and a municipal quasi-corporation, with its seat of government at 505 Broadway, Baraboo, Wisconsin (hereinafter “County”), and **Truxie J Boyce** whose principal place of business is located at PO Box 334, Baraboo, WI 53913 Wisconsin (hereinafter “Provider”);

WHEREAS, the County Public Health Department provides health services to county residents and nonresidents within the boundaries of the County; and,

WHEREAS, not all of the clients so served by the County speak English as a native language or with the necessary fluency to understand or knowingly participate in receiving health services; and,

WHEREAS, the County is desirous of obtaining interpreter services to assist clients who do not speak nor read the English language; and,

WHEREAS, the Provider is in the business of providing such services.

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the parties hereto, the County and Provider do agree as follows:

Article 1. TERM.

- 1.1 The Term of this Agreement shall be from January 1, 2026, until December 31, 2026. If this Agreement is executed on a date after January 1, 2026, the term shall run from the later date by which both Parties shall have executed by signing this Agreement, until December 31, 2026.

Article 2. SCOPE OF WORK TO BE PERFORMED.

- 2.1 Provider agrees to provide services as an interpreter of English into Spanish, for clients of the County who cannot speak, hear, or read English.
- 2.2 Provider shall provide interpreter services for both spoken and written material.
 - 2.2.1 Provide accurate spoken and/or sign language interpretation during client sessions.
 - 2.2.2 Provide translation of written materials provided to clients
- 2.3 Provider agrees to provide interpreter services on an “as needed” basis, during the term of this agreement.
- 2.4 Provider shall provide services for the County Health Department, including, but not limited to, the WIC program and the Immunization program.

Article 3. COMPENSATION AND PAYMENT.

- 3.1 As compensation for services, County shall pay the Provider the sum of thirty dollars and twenty-seven cents (\$30.27) per hour for services provided under this Agreement.
- 3.2 Compensation shall be paid for time actually worked.

Article 4. RENEGOTIATION.

- 4.1 This agreement or any part hereof shall be renegotiated in the case of:
 - 4.1.1 changes required by Federal or State law, regulations or court action;
 - 4.1.2 a reduction in or cessation of funding affecting the substance of this agreement.

Article 5. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICE.

- 5.1 Provider and County understand and agree that the standards of eligibility for individuals to receive services pursuant to this Agreement shall be determined by County.

Article 6. AGREEMENT REVISION OR TERMINATION.

- 6.1 Failure to comply with any part of this agreement may, at County's discretion, be considered cause for revision, suspension or termination.
- 6.2 Any revision of this agreement shall be mutually agreed to by County and Provider, and evidenced by an addendum signed by the authorized representative of each party and attached hereto.
- 6.3 Provider shall immediately notify County in the event Provider is unable to provide the required services. Upon such notification, County and Provider shall determine whether such inability shall require a revision or cancellation of this agreement.
- 6.4 This agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- 6.5 Provider shall be entitled to receive all compensation earned pursuant to Article 3 related to services performed prior to notice of termination.

Article 7. CONTINGENCIES AND CONDITIONS.

- 7.1 This agreement is contingent upon all necessary approvals by competent authority in accordance with Wisconsin and United States laws.
- 7.2 Nothing contained in this agreement shall be construed to supersede the lawful powers or duties of either party.
- 7.3 It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference or attached hereto as an amendment or addendum, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.
- 7.4 County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing of the County's resolution of the complaint.
- 7.5 The interpreter agrees to comply with all aspects of the Code of Ethics attached hereto, and incorporated by reference.

- 7.5 The interpreter agrees to sign and comply with the Privacy Rule Business Associate Agreement (BAA) attached hereto, and incorporated by reference.
- 7.6 Provider shall maintain car insurance and provide Sauk County with proof of insurance.

Article 8. NONDISCRIMINATION.

- 8.1 County is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical or mental disability in regard to any position for which qualified. Provider is hereby advised that as a contractor, subcontractor, vendor or lessee of County, Provider may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract, agreement or purchase order shall constitute agreement that Provider will not discriminate against any employee or applicant based upon national origin, age or physical or mental disability in regard to any position for which qualified, and that Provider will comply with other specific requirements of these laws. In the event of noncompliance with this nondiscrimination clause, this contract, agreement or purchase order may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further contracts, agreements or purchase orders.

Article 9. INDEPENDENT CONTRACTOR

- 9.1 Nothing in this Contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

Article 10. CONTACT PERSONS AND AGREEMENT ADMINISTRATORS.

- 10.1 County's agent responsible for administration of this agreement will be the Director of Public Health, whose principal business address is 505 Broadway, Baraboo, WI 53913. Provider's representative responsible for administration of Provider's responsibilities will be Truxie J. Boyce. In the event that either party's agent is unable to administer this agreement, that party shall contact the other and designate a new administrator.

IN WITNESS WHEREOF the parties have executed or caused this agreement to be executed by their duly authorized officers on the date indicated below.

Name: Truxie J. Boyce Date 1/05/24
Title: Truxie Boyce

Name: Tom M. Wilson Date 1-6-2024
Title: County Administrator

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EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered into as of the 1st day of January 2026 ("Effective date"), by and between Sauk County ("Covered Entity"), and **Truxie Boyce** ("Business Associate").

The parties to this Agreement are committed to complying with the Health Insurance Portability and Accountability Act of 1996 and its amendments and the regulations promulgated thereunder (collectively "HIPAA"). In order to ensure such compliance, this Exhibit sets forth the terms and conditions pursuant to which Protected Health Information that is provided to, or created by, the Business Associate from or on behalf of Covered Entity will be handled.

I. Definitions

A. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Electronic Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR 160.103, and in reference to the party to this agreement, shall mean Truxie Boyce.

2. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sauk County

3. **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and any amendments thereto, as set forth in section VI of this document.

4. **Protected Information.** "Protected Information" shall mean any information considered private, confidential, proprietary or sensitive for which access or release is restricted by policy, rule, regulation or law.

5. **Telehealth.** The remote provision of care utilizing specialized communication technologies.

6. **Workforce.** "Workforce" shall mean the Employees, volunteers, trainees, students, contractors, and other persons whose conduct, in the performance of work for

Business Associate, is under the direct control of the Business Associate, whether or not they are paid by the Business Associate.

II. Obligations and Activities of Business Associate:

Business Associate agrees to:

- A. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- C. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware (see Section IV. IV.below);
- D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, evidenced by written agreement with subcontractor;
- E. Make available protected health information in an Individual's designated record set to the Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- G. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity, a third party or individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- H. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- I. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- J. Mitigation: to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

K. **Tracking and Accounting of Disclosures.** So that Covered Entity may meet its accounting obligations under the Privacy Rule, Business Associate agrees to document 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 CFR § 164.528. For each Disclosure of PHI that Business Associate makes to Covered Entity or to a third party that is subject to Disclosure under 45 CFR § 164.528, Business Associate will record (i) the Disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the Disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the Disclosure. For repetitive disclosures which Business Associate makes to the same person or entity, including the Covered Entity, for a single purpose, Business Associate may provide (i) the Disclosure information for the first of these repetitive disclosures, (ii) the frequency, duration or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this log of Disclosure information available to the Covered Entity within five (5) business days of the Covered Entity's request. Business Associate must retain the Disclosure information for the six-year period preceding Covered Entity's request for the Disclosure information.

L. **Audit.** For purposes of determining Business Associate's or Covered Entity's compliance with HIPAA, upon request of Covered Entity or the Secretary of Health and Human Services, Business Associate shall: (i) make its HIPAA policies and procedures, related documentation, records maintained, and any other relevant internal practices and books relating to the Use and Disclosure of PHI, available to the Secretary of Health and Human Services or to Covered Entity and (ii) provide reasonable access to Business Associate's facilities, equipment, hardware and software used for the maintenance or processing of PHI. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI and shall provide Covered Entity with copies of any information Business Associate has made available to the Secretary under this Section of the Agreement.

M. **Response to Subpoena.** In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.

N. **Information Security.** Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information (ePHI) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. At a minimum, Business Associate's safeguards for the protection of Protected Information shall include:

1. limiting access of Protected Information to Authorized Persons;

2. securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
3. implementing network, device application, database and platform security;
4. securing information transmission, storage and disposal;
5. implementing authentication and access controls within media, applications, operating systems and equipment;
6. encrypting Protected Information stored on any mobile media;
7. encrypting Protected Information transmitted over public or wireless networks;
8. strictly segregating Protected Information from information of Business Associate or its other customers so that Protected Information is not commingled with any other types of information;
9. implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
10. providing appropriate privacy and information security training to Business Associate's employees.

O. Upon Covered Entity's written request, Business Associate shall provide Covered Entity with a network diagram that outlines Business Associate's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Agreement, including, without limitation:

1. connectivity to Covered Entity and all third parties who may access Business Associate's network to the extent the network contains Personal Information;
2. all network connections including remote access services and wireless connectivity;
3. all access control devices (for example, firewall, packet filters, intrusion detection and access-list routers);
4. all back-up or redundant servers; and
5. permitted access through each network connection.

P. Telehealth. If the Business Associate utilizes telehealth to provide services, such services must meet the same standards for information security set forth in section N. above. In addition, Business Associate must ensure that the provision of these services meets with any applicable HIPAA standards, these include, but are not limited to:

1. Only authorized users shall have access to telehealth records.
2. End to end encryption of telehealth data transmission.
3. Ability to audit telehealth session access and monitor communications to prevent either accidental or malicious disclosures.

4. Business Associate has entered into a Business Associate Agreement with platform provider, or utilizes a platform provided by Sauk County for which Sauk County has a current Business Associate Agreement.
5. Business Associate has obtained required patient consents for telehealth.

Q. **Workforce Training.** Business Associate shall provide Workforce members with appropriate training to comply with the HIPAA Privacy and Security Rules in accordance with 45 CFR 164.530(b)(1) and 45 CFR 164.308(a)(5) and provide records of such training to the Covered Entity upon request

III. Permitted Uses and Disclosures by Business Associate

A. Business associate may only use or disclose protected health information as follows:

1. Necessary to perform the services set forth in Service Agreement.
2. Business associate may use or disclose protected health information as required by law.
3. Business Associate shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the Use, Disclosure, or request, consistent with Covered Entity's minimum necessary policies and procedures.
4. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.
5. Business associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
6. Business associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
7. Business associate may provide data aggregation services relating to the health care operations of the Covered Entity only with the written consent of the Covered Entity.

B. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

2. Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

3. Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

C. Permissible Requests by Covered Entity

Covered entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. Reports of Nonpermitted Uses or Disclosures, Security Incidents or Breaches by the Business Associate.

Reporting required under this section shall be made to the Sauk County Privacy Officer at the following address;

Sauk County Administrative Coordinator
Attn.: Privacy Officer
505 Broadway, Baraboo, WI 53913
Ph: 608-355-3273

A. Reports of Nonpermitted Use or Disclosure: Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement and cooperate with Covered Entity in its investigation of such event.

B. Reports of Security Incidents. For purposes of this Section, "Security Incident" shall have the same meaning as "Security Incident" in 45 CFR § 164.304.

1. Business Associate agrees to promptly notify Covered Entity of any Security Incident involving PHI of which it becomes aware and cooperate with Covered Entity in the investigation.

2. Business Associate will report attempted but unsuccessful Security Incidents that do not result in any unauthorized access, Use, Disclosure, modification or destruction of PHI, or interference with an information system at Covered Entity's request, at least annually even in the absence of the Covered Entity's request.

C. Reports Related to Potential Breach of Unsecured PHI.

1. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than ten (10) calendar days after its discovery.
2. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information requested by Covered Entity related to the Breach. Business Associate shall promptly supplement such notice with additional information as it becomes available, even if such information becomes available after Individuals have been notified of the Breach.
3. Business Associate agrees to cooperate with Covered Entity in the investigation of a Breach of Unsecured PHI and to cooperate with and participate in, to the extent requested by Covered Entity, the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI.
4. In the event that: (i) a Breach of Unsecured PHI occurs because of the action or inaction of Business Associate, its employees, agents, representatives, or Subcontractors; or (ii) a Breach occurs involving Unsecured PHI in Business Associate's possession, or PHI created, maintained, transmitted, or received by Business Associate or its employees, agents, representatives, or Subcontractors, Business Associate agrees that Covered Entity may, in its sole discretion, require Business Associate to provide such notification as may be required of Covered Entity by 45 CFR §§ 164.404, 164.406, and 164.408. Covered Entity shall have the right to review, direct, and approve or reject the contents or manner of such notification.

V. Term and Termination

- A. Term. The Terms of this Agreement shall be effective as of January 1, 2026, and shall remain in effect until all PHI is returned to Covered Entity or destroyed in accordance with the terms of this Agreement.
- B. Termination for Cause. Business associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated any term of the Agreement.
- C. Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate shall, and shall ensure its Subcontractors that possess PHI or data derived from PHI shall, return to Covered Entity [or, if agreed to by Covered Entity, destroy] all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form, as promptly as possible but not more than thirty (30) days after notice of termination of this agreement. Business associate, and subcontractor, if applicable, shall retain no copies of the protected health information, and shall certify under oath in writing to Covered Entity that such return has been completed

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

VI. Miscellaneous.

A. Automatic Amendment. Upon the effective date of any amendment to HIPAA, the Privacy Rule or the Security Rule promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations

B. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.

C. Independent Contractor Status. The parties agree that in performing the Services and satisfying the obligations of this Agreement, Business Associate shall at all times be an independent contractor for Covered Entity and nothing in this Agreement shall be construed as creating an agency, employment, joint venture, partnership or other relationship. Covered Entity shall neither have nor exercise any control or direction over Business Associate. Business Associate shall avoid taking any action or making any representation or warranty whatsoever with respect to its relationship with Covered Entity which is inconsistent with its independent contractor status.

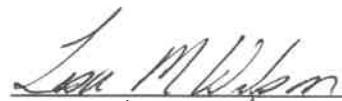
D. Conflicts. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement only to the extent of the contradiction, as necessary for the parties' compliance with HIPAA and to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

E. Integration. This Agreement contains the entire understanding between the parties hereto relating to the subject matter herein and shall supersede any other oral or written agreements, discussions and understandings of every kind and nature, including any provision in any services agreement.

F. Waiver. No delay or failure of either party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default.

This agreement is binding upon the parties on the Effective Date indicated above:

FOR SAUK COUNTY



Name: ~~Tom M. Wilson~~
Title: Sauk County Administrator
Date: ~~1/16/2026~~

FOR THE BUSINESS ASSOCIATE



Name: Truxie Boyce
Title: Interpreter
Date: ~~Date~~ 1/05/26

Addendum 1 – Guidelines for Disposal of Protected Information

Sauk County's Protected Information is to be destroyed/disposed/Sanitized using a method that ensures the Protected Information cannot be recovered or reconstructed. The following table contains a list of acceptable methods by media type.

Medium	Method Used
Audiotapes	<ul style="list-style-type: none"> Recycle (tape over), Degauss or pulverize.
Electronic Data/ Hard Disk Drives including drives found in servers, workstations, printers, and copiers	<ul style="list-style-type: none"> Destroy data permanently and irreversibly through a DoD wipe, physical destruction (pulverize, shred, disintegrate, incinerate), Degaussing of it, or hard drive erasure software. Methods of reuse: overwrite data with a series of characters or reformatting the disk (destroying everything on it). Deleting a file on a disk does not destroy the data, but merely deletes the filename from the directory, preventing easy access of the file and making the sector available on the disk so it may be overwritten.
Electronic Data/ Removable Media or devices including USB drives, SD cards, CDs, tapes, and cartridges	<ul style="list-style-type: none"> Overwrite data with a series of characters or reformat it (destroying everything on it). Total data destruction does not occur until the data has been overwritten. Magnetic Degaussing that leaves the sectors in random patterns with no preference to orientation, rendering previous data unrecoverable. Magnetic Degaussing will leave the sectors in random patterns with no preference to orientation, rendering previous data unrecoverable. Shredding or pulverization is done for the final disposition of any removable Media when it is no longer usable.
Handheld devices including cell phones, smart phones, PDAs, tablets and similar devices.	<ul style="list-style-type: none"> Activate the Software on these devices that remotely wipes ("bit-wipe") data from them. When a handheld device is no longer reusable it is then bit-wiped and totally destroyed by recycling or by trash compacting devices.
Optical Media	<ul style="list-style-type: none"> Optical disks cannot be altered or reused, making pulverization an appropriate means of destruction/disposal.
Microfilm/ Microfiche and X- rays	<ul style="list-style-type: none"> Recycle through a contracted BA or pulverize.
PHI Labeled Devices, Containers, Equipment, Etc.	<ul style="list-style-type: none"> Reasonable steps should be taken to destroy or de-identify any PHI information prior to disposal of this medium. Remove labels or incineration of the medium; or Obliterate the information (make it unreadable) with a heavy permanent marker pen. Ribbons used to print labels may contain PHI and are shredded or incinerated.
Paper Records	<ul style="list-style-type: none"> Paper records are destroyed/disposed of in a manner that leaves no possibility for reconstruction of the information. Appropriate methods for destroying/disposing of paper records include:

Addendum 1 – Guidelines for Disposal of Protected Information

Medium	Method Used
	burning, shredding, pulping, and pulverizing. If shredded, use cross cut shredders which produce particles that are 1 x 5 millimeters or smaller in size.
Videotapes	<ul style="list-style-type: none">• Recycle (tape over) or pulverize.