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## Communication Services Agreement

Account/Site # \_\_\_\_\_

Stericycle Communication Solutions, Inc., with offices located at 28161 N. Keith Drive, Lake Forest, IL 60045 ("Stericycle") and Yamhill County Health & Human Services, with offices located at 672 NE Evans St. McMinnville, OR 97128 ("Customer"), hereby enter into and agree as provided in this Communication Services Agreement ("Agreement") dated as of October, 2014 (the "Effective Date"):

1. **Services.** Upon the issuance of a service order, proposal or other similar document (collectively, a "Service Schedule"), Stericycle will provide Customer the communication services described therein (the "Services"), which are specifically incorporated and made part of this Agreement. Stericycle shall be entitled to rely on all information supplied by the Customer, including, but not limited to, telephone numbers, names of persons to whom calls should be referred, the hours when the persons are to receive forwarded telephone calls and all other items of information used in the performance of Services by Stericycle. Stericycle shall not be required or have a duty to inquire as to any of the information supplied by Customer.

2. **Period of Services.** (a) The Services to be performed under this Agreement shall commence on Customer's service start date and shall terminate Twenty Four (24) months from the commencement of Services ("Initial Term") provided that Stericycle has received on or before that date (1) a signed copy of this Agreement and (2) a payment in the amount equal to the first month's base rate and initial set up. Stericycle shall have no liability or responsibility for commencing or continuing Service unless the signed copy of the Agreement and the initial payment has been received. This Agreement shall automatically renew for successive terms equal to Twenty Four (24) months (each an "Extension Term") unless either party has given at least sixty (60) days notice, in writing, prior to the renewal date of its desire to not renew the Agreement. (b) This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party in the event that the other party commits a material breach of its obligations hereunder, if such breach is not cured within such thirty (30) day period. (c) The parties acknowledge that the fees hereunder are being paid with grant money. Customer may terminate this agreement without payment of the liquidated damages described in this Section 2. upon sixty (60) days prior written notice to Stericycle in the event that Customer loses the grant funding the fees hereunder, and such loss of grant funding is not the result of any action or omission of Customer. Such notice shall be accompanied by documentation from the grant provider that it is withdrawing its funding. Except as provided herein, in the event Customer otherwise terminates this Agreement prior to expiration of the Initial Term or any Extension Term, Stericycle shall have the right to recover from Customer an amount equal to twenty-five percent (25%) of Customer's average monthly charge (including set fees and minimums and other, variable charges) and the monthly "Base Rate Fees" (i.e., set fees and minimums), each multiplied by the number of months (including any partial months) remaining until the expiration date of the Initial Term or Extension Term hereof. Customer hereby acknowledges that Stericycle's damages resulting from the premature termination are impossible to estimate, and include lost profits, installation costs, unrecoverable sunk training/education costs, and other elements of injury, and acknowledges further that the foregoing charge is reasonable and is not a penalty.

3. **Fees and Charges; Payment Terms.** (a) The fees and charges applicable for the Services shall be as set forth on the Service Schedule. Stericycle reserves the right, in its sole discretion, to adjust the fees and charges for the Services to account for operational changes it implements to comply with documented changes in the law, to cover increases in the cost of insurance, or to otherwise address cost escalation. Stericycle may charge Customer a fee to cover its administrative costs in the event that Customer changes its service requirements during the Term or any Extension Term. Stericycle and Customer agree that any adjustment to the fees and charges for the Services within each twelve (12) month period will not exceed seven percent (7%). (b) All statements sent by Stericycle to Customer shall be paid within 30 days of the statement date. If the Customer disputes any portion of the statement, the Customer must bring the dispute to the attention of Stericycle in writing within 15 days of the statement date. The failure of Customer to send a written notice of dispute within this time period shall be deemed a waiver by the Customer of the right to dispute any portion of the statement. If the dispute relates to a portion of the statement, the Customer shall be required to make payment of the undisputed balance within the time period set forth above. In addition to Stericycle's charges for Services under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such Services. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on net income). Stericycle shall cooperate with Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner. (c) If Customer fails to make payment of the invoice within the time period set forth above, Stericycle shall have the right to suspend or terminate all Services, upon twenty-four (24) hours written or verbal notice. (d) Services which are suspended or terminated for nonpayment may be subject to a reconnection charge of \$100 and an additional deposit equaling the average invoice amount for the three (3) months prior to suspension and/or termination. Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of \$15.00 per month on any unpaid overdue balances. Customer shall bear any and all costs that Stericycle may incur in collecting overdue amounts from Customer including, but not limited to, reasonable attorney fees and court costs.

4. **Compliance with Laws.** Each Party hereby agrees to comply with all federal, state and local laws, rules and regulations applicable to its performance under this Agreement and to maintain, the confidentiality, privacy, and security of any patient or consumer information to the extent required by law. Any ancillary agreements, including but not limited to a Business Associate agreement, entered into between the Parties shall be incorporated into the terms of this Agreement and attached hereto as Exhibit A.

5. Confidentiality. Each Party shall hold and maintain in a confidential manner all proprietary information provided to such Party by the other Party. No such proprietary information may be sold or shared with a non-affiliated, third-party for any reason, except as required by law. In addition, this information must be kept confidential and secure. Proprietary information includes, but is not limited to customer lists and databases, pricing and other financial information, system programming, business methods, reports, scripts, processes, technology, marketing techniques and materials, plans, policies and employee information. If a Party is compelled to disclose Confidential Information by law or other governmental order, then the compelled Party shall, prior to disclosure, provide the other Party with notice of the circumstances to allow the other Party a reasonable opportunity to contest any such disclosure.

6. Limitation of Liability. Stericycle's cumulative, aggregate liability in connection with or arising in any way from the Agreement, from Services or otherwise from the acts or omissions of Stericycle under any and all legal theories is limited to monetary damages not to exceed the lesser of (i) Customer's actual damages or (ii) the total aggregate amount paid by Customer to Stericycle in the month before such liability is assessed or the month before termination of the Agreement, whichever is earlier. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY.

7. Indemnification. Both parties agrees to indemnify, defend, and hold the other party, its members, affiliates and subsidiaries harmless from and against all costs, losses damages and liabilities, including, without limitation, attorney's fees, which may be incurred by the other party on account of any and all claims, suits or actions by third parties to the extent arising out of the negligence or willful misconduct of the indemnifying party in providing or receiving the Services under this Agreement.

8. Ownership and Property Rights. Unless otherwise agreed to in writing, all technologies, software, hardware, operating applications, procedures, scripts, telephone numbers, or other materials of any nature or type prepared, furnished, or utilized by Stericycle, shall be considered the sole and exclusive property of Stericycle and shall be retained by Stericycle upon termination of this Agreement.

9. Reports and Statistical Information. Stericycle may be requested by Customer from time to time to furnish reports or statistical information to Customer regarding aspects of the Services being performed ("Reports"). The cost to prepare and furnish such Reports is not included within the amount specified above as charges for the Services. Therefore, Stericycle will advise Customer of the cost to be charged for the Reports and obtain the consent of Customer before preparing and providing same to Customer. Stericycle does not make any guarantees, warranties, or representations as to the accuracy of the Reports provided.

10. Independent Contractor. Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

11. No Brokers. Intentionally omitted.

12. Entire Agreement. This Agreement and any Service Schedule or Exhibit represents the entire agreement of the Parties and supercedes all negotiations, representations, prior discussions or preliminary agreements between the Parties regarding the Services. To the extent of any conflict or inconsistency between this Agreement and any Exhibit, the terms of this Agreement shall govern. This Agreement can only be changed or modified by a writing signed by all of the Parties to this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

14. Assignment. Neither party may assign any of its rights or interests under this Agreement without the prior written consent of the other party, which may be withheld at the other party's sole discretion. However, such consent will not be required for an assignment by a Party of any other right or interest under this Agreement to (i) any transferee of substantially all of the assets or business of such party, whether by sale, merger, consolidation, reorganization, liquidation or otherwise (each, a "Permitted Assignee"), or (ii) any entity controlling, controlled by or under common control with such party or any Permitted Assignee. The terms and provisions of this Agreement will inure to the benefit of and be binding upon the respective permitted successors and assigns of each party.

15. Notices. All notices given under this Agreement shall be in writing and sent to the parties' addresses set forth above.

16. Counterparts and Originals. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement. A copy of this Agreement shall be as effective as an original.

The parties intending to be legally bound, do hereby execute this Agreement as of the Effective Date and represent that the individuals executing this Agreement have the authority to bind their respective entities.

CUSTOMER: X Allen Springer  
PLEASE PRINT: Allen Springer Title Chair, Board of Commissioners Date: 10-30-14

STERICYCLE COMMUNICATION SOLUTIONS, INC.: X Lailani Lucas  
PLEASE PRINT: Lailani Lucas Title Manager, Contract Administration Date: 11/7/2014

Administration  
Approved As To Form  
by [Signature]  
Christian Doentsch  
County Counsel  
Yamhill County

Accepted by Yamhill County  
Board of Commissioners on  
10-30-14 by Board Order 2  
# 14-644

**Addendum to  
Communication Services Agreement**

This addendum, dated November 7, 2014 amends and supplements that certain Communications Services Agreement ("Agreement") dated November 7, 2014, by and between Stericycle Communication Solutions, Inc. ("Stericycle") and Yamhill County Health and Human Services ("Customer"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

The following is added to Section 7 Indemnification of the Agreement:

"Customer's indemnification obligations as set forth herein are subject to the limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act."

The following is added as a new section to the agreement:

"Stericycle, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:

1. Workers Compensation Insurance in compliance with statutory requirements;
2. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
3. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by Customer or third parties caused by its gross negligence or intentional acts or omissions related to work or service provided under the agreement.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating. Evidence of such insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage.

Stericycle Communication Solutions, Inc.

Yamhill County Health and Human Services

By: Leilani Lucas

By: Allen Springer  
Allen Springer

Its: Leilani Lucas  
Manager, Contract Administration  
11/7/2014

Its: Chair, Board of Commissioners

Accepted by Yamhill County  
Board of Commissioners on  
10-30-14 by Board Order  
# 14-1244

**BUSINESS ASSOCIATE AGREEMENT**

**THIS BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is made and entered into as of this \_\_\_\_ day of [\_\_\_\_], 2014 (the "Effective Date") by and between [Yamhill County Behavioral Health, Adult & Youth Services] ("Covered Entity") and Stericycle Communication Solutions, Inc. ("Business Associate").

**WHEREAS**, Business Associate will provide communication services to [Yamhill County Behavioral Health, Adult & Youth Services] as set forth in the Master Services Agreement between Covered Entity and Business Associate of even date herewith (the "Services Agreement");

**WHEREAS**, Covered Entity and Business Associate are required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162, and 164, subpart C (the "Security Rule"), and the privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" or a "Business Associate" under the Act. (The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as "HIPAA" for the purposes of this Agreement.);

**WHEREAS**, in order to provide the Services under the Services Agreement, Business Associate may receive, use and maintain certain Protected Health Information ("PHI") on behalf of Covered Entity; and

**WHEREAS**, the parties desire to enter into this Agreement in order (i) to protect the privacy and provide for the security of PHI received, used and maintained by Business Associate on behalf of Covered Entity; and (ii) to satisfy certain requirements imposed upon the parties by HIPAA.

**NOW, THEREFORE**, in consideration of the mutual benefits of complying with laws and regulations stated above, Covered Entity and Business Associate agree as follows:

**ARTICLE I**

**DEFINITIONS**

**1.1 "Minimum Necessary"** means the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request or the amount of PHI described and defined by HHS from time to time as the "minimum necessary".

**1.2 Other terms.** All other terms not specifically defined in this Agreement shall have the meanings attributed to them under HIPAA.

## ARTICLE II

### **PRIVACY OF PROTECTED HEALTH INFORMATION**

#### **2.1 Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may receive, use or disclose PHI on behalf of, or to provide services to, Covered Entity pursuant to the Services Agreement between Business Associate and Covered Entity, if such receipt, use or disclosure of PHI would not violate HIPAA or the terms of this Agreement. Business Associate may use PHI for the proper management and administration of Business Associate's business or to provide data aggregation services relating to the health care operations of Covered Entity.

(b) Notwithstanding the foregoing, Business Associate shall not disclose PHI unless: (i) required by law; or (ii) Business Associate obtains written assurance from the person to whom the PHI is disclosed that it will be kept 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 agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached as required under 45 C.F.R. 164.504(e)(4).

(c) Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the Minimum Necessary.

**2.2 Authorized Use of De-identified Information.** In addition to those uses described in Section 2.1 above, Business Associate may de-identify PHI and may aggregate, manipulate, use, disclose, sell, publish and distribute such de-identified health information and data provided that such de-identification is in accordance with HIPAA.

**2.3 Safeguards for the Protection of PHI.** Business Associate shall implement and maintain the administrative, physical and technical safeguards required by HIPAA to protect the confidentiality, integrity and availability of electronic PHI and to ensure that PHI disclosed by and between Covered Entity and Business Associate is not used or disclosed by Business Associate, or by any subcontractors, affiliates, or associates of Business Associate, except as provided in this Agreement.

**2.4 Reporting of Unauthorized Uses or Disclosures and Unauthorized Attempts to Use or Disclose.**

(a) Business Associate shall promptly report to Covered Entity any use or disclosure of PHI of which Business Associate becomes aware that is not provided for or permitted by this Agreement or under HIPAA.

(b) Business Associate agrees to report to Covered Entity the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify or destroy electronic versions of any of Covered Entity's PHI or interfere with systems operations in an Information System containing Covered Entity's PHI, of which Business Associate becomes aware, provided that: (a) such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and, (b) if the definition of "Security Incident" is amended under the Security Rule to remove the requirement for reporting unsuccessful attempts

to use, disclose, modify or destroy electronic PHI, this Section 2.4(b) shall no longer apply as of the effective date of such amendment.

**2.5 Use of Subcontractors.** To the extent that Business Associate uses one or more subcontractors or agents to perform its obligations under any agreement with Covered Entity, and such subcontractors or agents receive or have access to PHI, Business Associate agrees to obtain written assurances that any such subcontractors or agents agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that subcontractors and agents agree to implement reasonable and appropriate safeguards to protect electronic PHI that is disclosed to subcontractors and agents by Business Associate. Business Associate will disclose to any such subcontractor no more than a limited data set or the Minimum Necessary, as applicable, pursuant to HIPAA requirements.

**2.6 Authorized Access to PHI.** To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate shall provide Covered Entity with access to such PHI no later than ten (10) days after receipt of such written request by Covered Entity pursuant to 45 CFR 164.524.

**2.7 Amendment to PHI.** To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate shall amend such PHI in accordance with Covered Entity's written request no later than twenty (20) days after receipt of such request by Covered Entity pursuant to 45 CFR 164.526.

**2.8 Accounting of Disclosures of PHI.** Business Associate shall keep records of all disclosures of PHI made by Business Associate (the "Disclosure Accounting") on an ongoing basis for a period of at least six (6) years, to the extent required by HIPAA, except for disclosures:

- (a) To carry out Treatment, Payment, or Health Care Operations, as provided in 45 CFR 164.502; provided, however, that, Business Associate shall, to the extent required by the HITECH Act, keep a record of disclosures to carry out Treatment, Payment, or Health Care Operations made via an electronic health record for a period of at least three (3) years; or
- (b) As otherwise excluded, as described at 45 C.F.R. 164.528(i)-(ix).

Business Associate shall provide the Disclosure Accounting to Covered Entity (or to an Individual, if so directed by Covered Entity) (i) no later than twenty (20) days after receipt of written request for such Disclosure Accounting by Covered Entity pursuant to 45 CFR 164.528, or (ii) in accordance with HIPAA.

**2.9 Reporting of Improper Use or Disclosure.** Business Associate shall notify Covered Entity in writing of any use or disclosure of PHI not provided for or allowed by this Agreement promptly upon Business Associate becoming aware of the impropriety of such use or disclosure. Business Associate shall be responsible for all reasonable costs of notification associated with a Business Associate breach or impermissible disclosure.

## **2.10 Obligations of Covered Entity.**

(a) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with the relevant provisions of HIPAA, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose such individual's PHI to the extent that such change may affect Business Associate's use or disclosure of PHI.

## **2.11 Additional Obligations.**

(a) Electronic Copies of PHI. As applicable, Business Associate will (i) cooperate with Covered Entity to provide an Individual with an electronic copy of such individual's PHI if the PHI is maintained by Business Associate in an electronic health record and the individual requests an electronic copy of his or her PHI; and (ii) cooperate with Covered Entity to facilitate Covered Entity's compliance with its obligations regarding electronic health records pursuant to Section 13405(e)(1) of the HITECH Act and any regulations HHS may promulgate thereunder.

(b) Non-Disclosure for Out-of-Pocket Services. As applicable, Business Associate will (i) abide by any directive from Covered Entity not to disclose PHI in connection with an item or service for which an individual has paid out-of-pocket, in full, and (ii) cooperate with Covered Entity to facilitate Covered Entity's compliance with its obligations not to disclose certain PHI in accordance with Section 13405(a) of the HITECH Act and any regulations HHS may promulgate thereunder.

(c) Prohibition on Sale of PHI. Business Associate will not sell PHI or receive any direct or indirect remuneration in exchange for PHI, except as expressly permitted by this Agreement and the Services Agreement.

(d) Prohibition on Marketing. Business Associate will not transmit, to any individual for whom Business Associate has PHI, any communication about a product or service that encourages the recipient of the communication to purchase or use that product or service unless permitted to do so under the HITECH Act.

**ARTICLE III**

**MISCELLANEOUS**

**3.1 Applicability.** This Agreement shall be applicable to PHI received by Business Associate from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

**3.2 Amendments.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of PHI.

**3.3 No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**3.4 Conflicts.** The terms and conditions of this Agreement override and control any conflicting term or condition of any other agreements that may be in place between the parties. All non-conflicting terms and conditions of this Agreement and any other agreement between the parties remain in full force and effect.

**3.5 Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with HIPAA.

**3.6 Audit Rights.** Business Associate shall make its practices, books and records related to PHI available to HHS for the purpose of determining Business Associate's compliance with this Agreement and HIPAA. In the event it is determined that Business Associate is in violation of HIPAA, or this Agreement, Business Associate will take reasonable steps to cure such violation or breach, in accordance with HIPAA.

**3.7 Subpoenas.** Each party will provide written notice to the other party of any subpoena or other legal process seeking PHI received from or created on behalf of Covered Entity, or otherwise relating to Business Associate's services under the Services Agreement. Such written notice shall be provided within 48 hours of receipt of a subpoena or other legal process.

**3.8 Notices.** All notices required to be given to either party under this Agreement will be in writing and sent by traceable carrier to each party's address indicated below, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other party. Notices will be effective upon receipt.

COVERED ENTITY:

[627 NE Evans, McMinnville, OR 97128]


BUSINESS ASSOCIATE:

**Stericycle Inc.**  
**2670 Executive Drive**  
**Indianapolis, IN 46241**  
**Attn: Legal Department**  
**(866) 693-3179 fax**

**3.9 Term.** The term of this Agreement shall commence as of the Effective Date of this Agreement and shall continue in effect until terminated in accordance with Section 3.10.

**3.10 Termination.**

(a) This Agreement shall terminate upon the earlier to occur of: (i) termination of the Services Agreement or (ii) receipt by either party of the other party's notice to terminate in the event of an uncured breach of a material term of this Agreement where the breach is not cured to the reasonable satisfaction of the non-breaching party after thirty (30) days written notice of such breach.

(b) Upon termination of the Agreement for any reason, Business Associate shall, if feasible, return or destroy all PHI or any copies thereof received from Covered Entity that Business Associate or its agents or subcontractors still maintain in any form. If return or destruction is infeasible, Business Associate or its agents or subcontractors shall continue to extend the protections of this Agreement to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

**3.11 Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Any signature delivered via facsimile shall be deemed to be an original signature hereto.

**3.12 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of Illinois. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the state and federal courts of Illinois.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the Effective Date.

**COVERED ENTITY:**

By: Allen Springer  
Name: Allen Springer  
Its: Chair, Board of Commissioners

**BUSINESS ASSOCIATE:**

**Stericycle Communication Solutions, Inc.**

By: Brenda K. Ruelas  
Its: Director, HIPAA Compliance  
Name: Brenda K. Ruelas

November 7, 2014

Accepted by Yamhill County  
Board of Commissioners on  
10-30-14 by Board Order  
# 14-644



### Appointment Reminder Services Quote

Pricing is valid for 30 days

Base Rate For Monthly Bill Cycle

**\$ 331.00**

(Detailed base rate items will not appear on invoice)

One Time Set Up Charges:

~~\$ 620.00~~ **\$ 310.00**

Katie Tyson

Stericycle Communication Solutions Representative:

Quote Prepared By:

10/22/2014

Date:

Base Rate:	Line Item	Cost Per Reminder	Reminders Included	Total
	Base Rate	\$ 0.20	1,655	\$ 331.00
	Overages (per reminder in excess of those included in the base)	\$ 0.21		

  

Set-Up Fees and On-Going Maintenance Fees:	Line Item	Cost	Quantity	Total
	Profile Set-up & Programming Fee/Provider	\$ 20.00	51	\$ 620.00
	Profile Set-up & Programming Fee/Location	\$ 149.00	1	\$ -
	Fax Processing Fee/Provider (waived if submitted electronically)	\$ 19.95		
	<del>Setup Discount</del>			<del>\$ 310.00</del>

  

Optional Set-Up Fees:	Line Item	Cost	Quantity	Total
	Spanish Prompts Fee (one-time each)	\$9.00	N/A	
	Additional English Prompts Fee (one-time each)	\$5.00	N/A	
	Instructional Messages Fees (one-time each)	\$5.00	N/A	

Stericycle Use Only:

Service Address:		Billing Address:	
Customer Name:	Yamhill County Health & Human Services	Name:	
Address 1:	672 NE Evans St.	Address 1:	
Address 2:		Address 2:	
City/State/Zip:	McMinnville, OR 97128	City/State/Zip:	
Email:	marquezb@yamhill.or.us	Email:	
Phone:	503-434-7523	Phone:	
Contact:	Blanca Marquez	Contact:	

The Services set forth above are subject to and in accordance with the Communication Services Agreement between Stericycle Communication Solutions, Inc. and Yamhill County Health & Human Services dated as of 11/1/2014

Customer Acknowledgement & Approval

Yamhill County Health & Human Services  
Practice Name:

*Allen Springer*  
Pricing Quote Approved By:

*Allen Springer, Chair, Board of Commissioners*  
Printed Name and Title:

*11-4-14*  
Date:

Stericycle Communication Solutions

B.O. 14-644