

**Amendment No. 4
To
Professional Services Agreement
By and between
County of Monterey and Stericycle, Inc.**

This Amendment No. 4 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County", and Stericycle, Inc., hereinafter referred to as "CONTRACTOR".

RECITALS:

WHEREAS, the County and CONTRACTOR have heretofore entered into a Professional Services Agreement to provide retrieval and proper disposal of medical waste services for the period of July 1, 2011 to June 30, 2012 ("Agreement"); and

WHEREAS, on or about July 1, 2012, the County and CONTRACTOR entered into an executed Amendment No. 1 to extend the term of the Agreement for an additional two (2) years for a new Agreement amount not to exceed \$60,000 for the period July 1, 2011 to June 30, 2014; and

WHEREAS, on or about July 1, 2014, the County and CONTRACTOR entered into an executed Amendment No. 2 to extend the term of the Agreement for an additional two (2) years for a new Agreement amount not to exceed \$98,000 for the period July 1, 2011 to June 30, 2016; and

WHEREAS, on or about July 1, 2016, the County and CONTRACTOR entered into an executed Amendment No. 3 to extend the term of the Agreement for an additional two (2) years for a new Agreement amount not to exceed \$137,850 for the period July 1, 2011 to June 30, 2018; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement as specified below.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. Section 3, Payments by County, is amended to increase the total amount payable by County to CONTRACTOR by \$8,000.00 for a new total not to exceed \$145,850.00 for the term of the Agreement.
2. Section 13, Notices, is amended as follows:

FOR COUNTY: Elsa Jimenez, Director of Health 1270 Natividad Road Salinas, CA 93906	FOR CONTRACTOR: Joe Sagala 4010 Commercial Ave Northbrook, IL 60062
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3. AMENDMENT NO. 3 to EXHIBIT A is replaced with AMENDMENT NO. 4 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to AMENDMENT NO.4 to EXHIBIT A.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect.
5. A Copy of this Amendment No. 4 shall be attached to the Agreement.
6. The effective date of this Amendment No. 4 is January 10 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 as of the date set forth below their respective signatures.

COUNTY

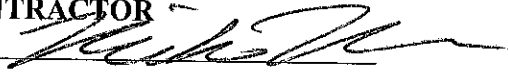
By: _____
Mike Derr, Contracts/Purchasing Officer

Date: _____

By: _____
Elsa Jimenez, Director of Health
Department of Health

Date: _____

CONTRACTOR

By: 

Name: Mike Meyer

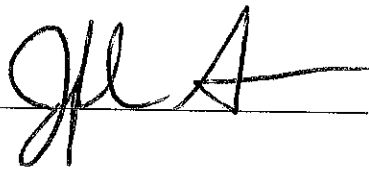
Title: SCS - Mgr.

Date: 12/9/16

Approved as to Legal Form:

By: 
Stacy L. Saetta, Deputy County Counsel

Date: 12/21/16

By: 

Name: Joe Sagala

Title: Government Specialist

Date: 12/9/16

Approved as to Fiscal Provisions:

By: 
Cary Giboney, Auditor-Controller
RON HOLLY

Date: 12/21/16

Approved as to Liability Provisions:

By: _____
Steve Mauck, Risk Management

Date: _____

AMENDMENT NO. 4 to EXHIBIT A
To
Professional Service Agreement
Between
The County of Monterey and Stericycle, Inc.

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide **biohazard waste** disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but are not limited to:

Account Number	Clinic	Frequency
6107859 Site ID: 001	Laurel Health Clinics 1441 Constitution Blvd. Building 400 Salinas, CA 93906	Weekly
6107859 Site ID: 002	Seaside Family Health Center 1150 Fremont Blvd. Seaside, CA 93955	Bi-Weekly
6107859 Site ID: 003	Seaside Family Health Center 1150 Fremont Blvd. Seaside, CA 93955	Bi-Weekly
6107859 Site ID: 004	Alisal Health Center 559 East Alisal St., Suite 201 Salinas, CA 93905	Weekly
6107859 Site ID: 005	Monterey Health Clinic at Marina 3155 De Forest Road Marina, CA 93933	Bi-Weekly
6107859 Site ID: 006	Monterey County Integrated Health Clinic 299 12 th Street Marina, CA 93933	Bi-Weekly
6107859 Site ID: 007	Laurel Health Clinics 1441 Constitution Blvd. Building 151, 200 Salinas, CA 93906	Weekly
TBD Site ID: TBD	Monterey County Health Dept 1200 Aguajito Road, Room 13 Monterey, CA 93940	As Needed
TBD Site ID: TBD	Monterey County Health Dept 1270 Natividad Road, Room 216 Salinas, CA 93906	As Needed

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for retrieval and proper disposal of medical waste
NTE: \$145,850.00

Site ID: 004	559 East Alisal St., Suite 201 Salinas, CA 93905		
6107859 Site ID: 005	Monterey Health Clinic at Marina 3155 De Forest Road Marina, CA 93933	8 gallons	As Needed
6107859 Site ID: 006	Monterey County Integrated Health Clinic 299 12 th Street Marina, CA 93933	TBD	As Needed
6107859 Site ID: 007	Laurel Health Clinics 1441 Constitution Blvd. Building 151, 200 Salinas, CA 93906	8 gallons	As Needed
TBD Site ID: TBD	Monterey County Health Dept 1200 Aguajito Road, Room 13 Monterey, CA 93940	TBD	As Needed
TBD Site ID: TBD	Monterey County Health Dept 1270 Natividad Road, Room 216 Salinas, CA 93906	TBD	As Needed

If requested by County, Contractor shall provide full **hazardous pharmaceutical waste services** on a frequency to be determined at a later time by County for the site locations including, but not limited to those referenced in Section A.1.

A.1.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below;

CONTRACTOR AGREES TO THE FOLLOWING:

- a. To provide all Labor and transportation, necessary or required, to perform all work for the process of the removal of medical waste, as defined in Attachment to Amendment No. 4 to Exhibit A, from County grounds.
- b. To deliver replacement containers at the following sites and frequencies, unless otherwise mutually agreed upon. CONTRACTOR shall provide replacement containers for ones to be treated at no cost to the County. Container prices listed in the Payment Provisions are only for extra containers, as requested by County.
- c. To respond to any emergency request within 60 minutes of receiving the call and to pick up medical waste from designated County areas within 24 hours of request (EMERGENCY PICK-UP).
- d. To adjust frequency of service and/or container size per site as requested in writing by County;
- e. To comply with all applicable state and federal, health and safety codes, rules and regulations during the term of this contract period,

CONTRACTOR shall provide **pharmaceutical waste** disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but are not limited to:

Account Number	Clinic	Size	Frequency
6107859 Site ID: 001	Laurel Health Clinics 1441 Constitution Blvd. Building 400 Salinas, CA 93906	8 gallons	Every 4 weeks
6107859 Site ID: 002	Seaside Family Health Center 1150 Fremont Blvd. Seaside, CA 93955	3 gallons	Every 4 weeks
6107859 Site ID: 004	Alisal Health Center 559 East Alisal St., Suite 201 Salinas, CA 93905	2 gallons	Every 4 weeks
6107859 Site ID: 005	Monterey Health Clinic at Marina 3155 De Forest Road Marina, CA 93933	3 gallons	Every 4 weeks
6107859 Site ID: 006	Monterey County Integrated Health Clinic 299 12 th Street Marina, CA 93933	3 gallons	Every 8 weeks
6107859 Site ID: 007	Laurel Health Clinics 1441 Constitution Blvd. Building 151, 200 Salinas, CA 93906	8 gallons	Every 4 weeks
TBD Site ID: TBD	Monterey County Health Dept 1200 Aguajito Road, Room 13 Monterey, CA 93940	TBD	As Needed
TBD Site ID: TBD	Monterey County Health Dept 1270 Natividad Road, Room 216 Salinas, CA 93906	TBD	As Needed

CONTRACTOR shall provide **trace chemo** disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but are not limited to:

Account Number	Clinic	Size	Frequency
6107859 Site ID: 001	Laurel Health Clinics 1441 Constitution Blvd. Building 400 Salinas, CA 93906	TBD	As Needed
6107859 Site ID: 002	Seaside Family Health Center 1150 Fremont Blvd. Seaside, CA 93955	TBD	As Needed
6107859	Alisal Health Center	8 gallons	As Needed

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for retrieval and proper disposal of medical waste
NTE: \$145,850.00

- including the Medical Waste Management Act (MWMA) (California Health and Safety Code, Sections 117600 – 118360).
- f. To provide tracking documentation for all containers received from County. Said documentation will be in compliance with all government regulations and will serve as proof of disposal and destruction of medical waste.
 - g. To take title to the County's medical waste upon pickup by assuming full responsibility for all containers at the time of receipt.
 - h. To guarantee appropriate treatment through complete destruction of medical waste at a licensed facility.
 - i. To provide either "scheduled" or "as needed" pickup based upon County's needs. Trained, licensed, professional drivers in vehicles licensed and registered with the State of California will perform all pickups. All items removed from site will be listed on CONTRACTOR'S approved form and form will be signed by site personnel.
 - j. To provide initial and replacement waste containers at no cost to the County. Container prices listed in the Payment Provisions are only for additional containers, as requested by County.
 - k. Contractor will charge additional container fees for the Hazardous Drug Disposal Service if any facility exceeds their annual container allotment. Contractor shall also charge an additional pickup fee if any facility exceeds their annual pickup allotment.
 - l. To sell container products to County at competitive pricing.

A.1.2 COUNTY AGREES TO THE FOLLOWING:

- a. County will notify CONTRACTOR at least one business day prior to when services are requested, except as routinely scheduled.
- b. To place only medical waste as defined per Attachment to Amendment No. 4 to Exhibit A in containers for pickup. Other types of waste, i.e., pharmaceutical, radioactive chemicals or other hazardous waste shall not be placed in containers designated for medical waste.
- c. All syringes/needles will be placed in Sharps containers and all blood/infectious waste will be placed in Biohazard bags by County staff prior to pick up by CONTRACTOR.
- d. To place waste only into respective, designated containers provided by CONTRACTOR prior to pick up by CONTRACTOR. Pharmaceutical containers must be labeled "Incinerate Only" on all sides and on top.

B. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed (\$145,850.00) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the Agreement in accordance with this Amendment No. 4 to Exhibit A. Charges not stated on this rate sheet shall not

be invoiced to County. CONTRACTOR'S compensation for services rendered shall be based solely on the following rates. If CONTRACTOR submits an invoice that does not abide by the terms of this Amendment No. 4 to Exhibit A, CONTRACTOR shall resubmit a corrected invoice. The County's payment obligations for CONTRACTOR'S services shall commence when an accurate invoice is submitted.

If CONTRACTOR fails or refuses to perform any part of work required by the Agreement within the response time, the County may contract with another outside source and may deduct all additional costs of any such work from the monthly amount due to the CONTRACTOR after first deducting the appropriate amount for the value of work originally not completed under the Agreement.

Service	Definition	Rate
Stop Charge ¹	Per Stop fee	\$38.00
California AB 1807 Fee	Permit fee for offsite treatment of medical waste	\$0.0127/lb
48 Gal Tub (Bio) CT 12.7 Lb	Treatment fee for 48 gallon biohazard tub.	\$27.00
44 Gal Tub (Bio) CT 12.7 Lb	Treatment fee for 44 gallon biohazard tub.	\$27.00
20 Gal Tub (Bio) CT 5.7 Lb	Treatment fee for 20 gallon biohazard tub.	\$27.00
Overweight	Overweight biohazard tub.	\$35.00
2 Gal (Pharm)	Treatment fee for 2 Gallon Pharmaceutical container.	\$40.00
3 Gal (Pharm)	Treatment fee for 3 Gallon Pharmaceutical container.	\$45.00
8 Gal (Pharm)	Treatment fee for 8 Gallon Pharmaceutical container.	\$65.00
12 Gal (Pharm)	Treatment fee for 12 Gallon Pharmaceutical container.	\$80.00
8 Gal (Trace Chemo)	Treatment fee for 8 Gallon Trace Chemo containers.	\$33.75
18 Gal (Trace Chemo)	Treatment fee for 18 Gallon Trace Chemo containers.	\$36.45
8 or 18 Gal (HDDS)	Treatment fee for up to 3 (8 or 18 gal) Haz Pharma Waste containers, for one time per year annual pickup	\$62.10/mo
8 or 18 Gal (HDDS)	Treatment fee for up to 5 (8 or 18 gal) Haz Pharma Waste containers, for two times per year annual pickup.	\$116.10/mo
8 or 18 Gal (HDDS)	Each additional Pickup Fee after annual pickup allotment exceeded	\$700.00

Product*	Definition	Rate
48 Gal Tub (Bio) CT 12.7 Lb ²	Biohazard Waste Container	\$27.00
44 Gal Tub (Bio) CT 12.7 Lb ²	Biohazard Waste Container	\$27.00
20 Gal Tub (Bio) CT 5.7 Lb ²	Biohazard Waste Container	\$25.00
5.4 Qt Sharps (Bio)	Sharps Waste Container	\$9.00
8 Gal (Trace Chemo)	Trace Chemo container	\$33.75
18 Gal (Trace Chemo)	Trace Chemo container	\$36.45
2 Gal PharmaSafety White	Pharmaceutical Waste Container	\$18.21
3 Gal PharmaSafety White	Pharmaceutical Waste Container	\$28.82
8 Gal PharmaSafety White	Pharmaceutical Waste Container	\$35.75
12 Gal PharmaSafety White	Pharmaceutical Waste Container	\$60.64
8 or 18 Gal (HDDS)	Each additional Container Fee after annual allotment exceeded	\$200.00

*Contractor shall provide initial and replacement waste containers at no cost to the County. Container prices listed in the Payment Provisions are only for additional containers, as requested by County. Contractor will charge additional container fees for the Hazardous Drug Disposal Service if any facility exceeds their annual container allotment.

¹ Laurel Pediatrics, Laurel Internal Medicine, Laurel Family Practice, Laurel Vista and Bienestar Natividad Medical Center shall be collectively charged as one trip.

² Contractor shall not have extra charges for emergency pick-up for all clinic sites.

CERTIFICATE

(Authority to enter into a Customer Contract)

I, Charles A. Alutto, do hereby certify the following:

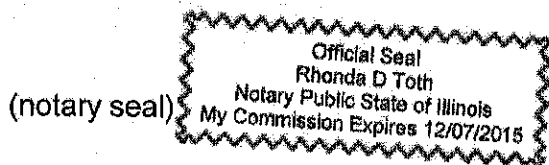
1. I am the President, USA of Stericycle, Inc., a Delaware corporation ("Stericycle");
2. Attached hereto as Exhibit A is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of Stericycle;
3. The contract to be entered into between Stericycle and [reference contract] ("Customer Contract") is considered by me to be entered into by Stericycle in the ordinary course of business and
4. I hereby delegate my authority to sign and deliver the Customer Contract, and to take any additional action to enable the Corporation to enter into and perform under the Customer Contract to Michael Meyer.



Charles A. Alutto

State of Illinois
County of Lake

The foregoing instrument was acknowledged before this 2nd day of August, 2012.


Notary Public

WHEREAS, from time to time the Corporation is required or requested by a customer or potential customer to deliver a copy of a resolution or other evidence that the Corporation has the authority to enter into a contract for the provision of services (a "Customer Contract") and/or that one or more of its officers has the authority to sign a particular Customer Contract for and on behalf of the Corporation; and

WHEREAS, the Board of Directors, without limiting the authority of the Corporation or its officers generally, desires expressly to grant to certain of the Corporation's executive officers (its Chairman and Chief Executive Officer, Mark C. Miller, its Executive Vice President and Chief Financial Officer, Frank J.M. ten Brink, its Executive Vice President and Chief Operating Officer, Richard T. Kogler, and its President, USA, Charles A. Alutto) (the "Authorized Officers") the authority to enter into any Customer Contract in the ordinary course of business.

Corporate Authority

NOW THEREFORE BE IT RESOLVED that the Corporation is authorized to enter into and perform any Customer Contract which any Authorized Officer, in his sole discretion, considers to be entered into in the ordinary course of business.

Authorized Signatories

IT IS FURTHER RESOLVED that each of the Authorized Officers (*i.e.*, the Corporation's Chairman and Chief Executive Officer, Mark C. Miller, its Executive Vice President and Chief Financial Officer, Frank J.M. ten Brink, its Executive Vice President and Chief Operating Officer, Richard T. Kogler, and its President, USA, Charles A. Alutto) is authorized (acting alone or together) to sign and deliver any Customer Contract which he, in his sole discretion, considers to be entered into in the ordinary course of business.

IT IS FURTHER RESOLVED that each of the Authorized Officers is authorized (acting alone or together) to take any additional action to enable the Corporation to enter into and perform under any Customer Contract, including, without limitation, executing any and all documents, agreements and other instruments, and any amendments, revisions, or modifications, as he may deem necessary, desirable or appropriate.

Designated Authorized Signatories

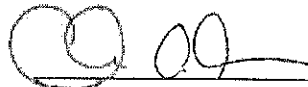
IT IS FURTHER RESOLVED that any Authorized Officer may delegate his authority, to sign and deliver any Customer Contract, and to take any additional action to enable the Corporation to enter into and perform under any Customer Contract, to any designated employee of the Corporation as he considers appropriate, including without limitation, any Area Vice President, Vice President-Sales or Major Account Executive.

CERTIFICATE

(Authority to enter into a Customer Contract)

I, Charles A. Alutto, do hereby certify the following:

1. I am the president, USA of Stericycle, Inc., a Delaware corporation ("Stericycle");
2. Attached hereto as Exhibit A is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of Stericycle;
3. The contract to be entered into between Stericycle and [reference contract] ("Customer Contract") is considered by me to be entered into by Stericycle in the ordinary course of business and
4. I hereby delegate my authority to sign and deliver the Customer Contract, and to take any additional action to enable the Corporation to enter into and perform under the Customer Contract to Joseph Sagala.



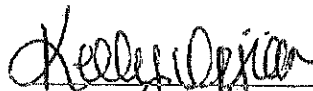
Charles A. Alutto

State of Illinois

County of Lake

The foregoing instrument was acknowledged before this 22 day of August, 2014

(notary seal)



Kelly Ipjian, Notary Public



EXHIBIT A

WHEREAS, from time to time the Corporation is required or requested by a customer or potential customer to deliver a copy of a resolution or other evidence that the Corporation has the authority to enter into a contract for the provision of medical waste management services (a "Customer Contract") and/or that one or more of its officers has the authority to sign a particular Customer Contract for and on behalf of the Corporation; and

WHEREAS, the Board of Directors, without limiting the authority of the Corporation or its officers generally, desires expressly to grant to certain of the Corporation's executive officers (its President and Chief Executive Officer, Charles A. Alutto, its Executive Chairman of the Board, Mark C. Miller, its Executive Vice President and Chief Financial Officer, Frank J.M. ten Brink, its Executive Vice President and Chief Operating Officer, Richard T. Kogler, and its Executive Vice President and President, Recall and Return Management Services, Michael J. Collins (the "Authorized Officers")) the authority to enter into any Customer Contract in the ordinary course of business.

Corporate Authority

NOW THEREFORE BE IT RESOLVED that the Corporation is authorized to enter into and perform any Customer Contract which any Authorized Officer, in his sole discretion, considers to be entered into in the ordinary course of business.

Authorized Signatories

IT IS FURTHER RESOLVED that each of the Authorized Officers (to-wit, the Corporation's President and Chief Executive Officer, Charles A. Alutto, its Executive Chairman of the Board, Mark C. Miller, its Executive Vice President and Chief Financial Officer, Frank J.M. ten Brink, its Executive Vice President and Chief Operating Officer, Richard T. Kogler, and its Executive Vice President and President, Recall and Return Management Services, Michael J. Collins) is authorized (acting alone or together) to sign and deliver any Customer Contract which he, in his sole discretion, considers to be entered into in the ordinary course of business.

IT IS FURTHER RESOLVED that each of the Authorized Officers is authorized (acting alone or together) to take any additional action to enable the Corporation to enter into and perform under any Customer Contract, including, without limitation, executing any and all documents, agreements and other instruments, and any amendments, revisions, or modifications, as he may deem necessary, desirable or appropriate.

Designated Authorized Signatories

IT IS FURTHER RESOLVED that any Authorized Officer may delegate his authority, to sign and deliver any Customer Contract, and to take any additional action to enable the Corporation to enter into and perform under any Customer Contract, to any designated employee of the Corporation as he considers appropriate, including without limitation, any Area Vice President, Vice President-Sales or Major Account Executive.

**HEALTH DEPARTMENT
AGREEMENT AUTHORIZATION - ROUTING FORM**

Leg. File ID
Approval Process Complete
Submitted to COB

Agenda Date	n/a	Consent	N/A
Contact Person	Sheena Morales x1393	Scheduled	
Phone	831 796-1393	Noticed	
Bureau	CLINIC SERVICES	Time needed	
Subject	STERICYCLE, INC. Board Report and Amendment No. 4 between Stericycle and county of Monterey for disposal of medical waste services. Amendment increases total amount payable \$8,000 for a new total NTE of \$145,850 for term June 30, 2018. Effective date is January 10 2017.		

APPROVED BY:	Yes/ No	By	Date	Comments
Director of Health (Required)	Y	gmg	12/16/16	
Assistant Director of Health (Required)				
Bureau Chief (Required)				
Bureau Finance Manager (if applicable)	Yes	NK	12/14/16	OK'ed by J. Ripley for PH section as well. NK
Health Human Resources (if applicable)	N/A			
Health Technology (if applicable)	N/A			
Privacy Officer (if applicable)	N/A			

Please call Prisca @ x4939

HEALTH DEPARTMENT
RECEIVED

DEC 16 2016

ADMINISTRATION

ROUTING FORM – RQN #: text.

Click here to enter text.

4000-2688-1

Date: Click here to enter a date.

12/15/16

AGREEMENT

AMENDMENT

BOARD REPORT FOR PRE-APPROVAL

Vendor Name: STERICYCLE, INC.

Title/Brief Description of Document: Board Report and Amendment No. 4 between Stericycle and county of Monterey for disposal of medical waste services. Amendment increases total amount payable by \$8,000 for a new total NTE of \$145,850 for term June 30, 2018. Effective date is January 10, 2017.

Originating Dept.: 4000 - 8096 Dept. **Contact WITH Phone #:** SHEENA MORALES X1393

This Agreement or Amendment requires Board Approval: Yes No

This Agreement requires an MYA: Yes No

AGREEMENT TYPE

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/>	Insurance & Endorsement Current	<input checked="" type="checkbox"/>	VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)		Click here to enter text.	
2nd	County Counsel (required)		see BR news	12/21/2016
3rd	Risk Management (non-standard insurance and/or indemnity provisions)		Click here to enter text.	
4th	Auditor-Controller (required)		Please call PRISCA SEGOVIA 755-4939 when ready to pickup. DO NOT INTEROFFICE	12/21/16
5th	Contracts/Purchasing (required)			12/22/16
	Return to Originating Department Instructions		Sheena Morales x 1393	

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.