

**Amendment No. 2 To Agreement
By and Between
County of Monterey, hereinafter referred to as "County"
AND
Stericycle, Inc., hereinafter referred to as "CONTRACTOR"**

THIS AMENDMENT No. 2 is made and entered into, by and between **Stericycle, Inc.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

WHEREAS, the County and CONTRACTOR have heretofore entered into an Agreement to provide hazardous medical waste retrieval and disposal services for the period of July 1, 2018 to June 30, 2020 and an amount not to exceed \$55,000 ("Agreement"); and

WHEREAS, on July 1, 2020, the COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the amount of the Agreement by \$41,800 for a new maximum COUNTY obligation of \$96,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2022 and;

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement and extend the term, as specified below.

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

1. **SECTION 3, PAYMENTS BY COUNTY**, is hereby amended and restated to read in its entirety as follows:

"3.0 **PAYMENTS BY COUNTY:** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$142,800."

2. **SECTION 4 TERM OF AGREEMENT, Paragraph 4.01**, is hereby amended and restated to read in its entirety as follows:

"4.01. The term of this Agreement is from July 1, 2018 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement.**"

3. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by Amendment No. 2 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 2 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. 2 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this AMENDMENT No. 2 shall be attached to the Agreement.
6. The effective date of this AMENDMENT No. 2 is July 1, 2022.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

COUNTY OF MONTEREY

By: _____
Director of Health
Department of Health

Date: _____

Approved as to Legal Form:

DocuSigned by:
By: Stacy Saelta
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Stacy L. Saelta, Chief Deputy County Counsel

Date: 5/23/2022 | 9:47 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
By: Gary Giboney
D3834BFEC4D8449...
Auditor-Controller

Date: 5/23/2022 | 10:07 AM PDT

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

CONTRACTOR

By: _____
Name: Joe Sagala

Title: Government Account Executive

Date: 5/18/2022

By: _____
Name: BRIAN CLIFIN

Title: Government Manager

Date: 5/18/22

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 2 to EXHIBIT A**SCOPE OF SERVICES / PAYMENT PROVISIONS****A. SCOPE OF SERVICES**

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

A.1. BIOHAZARD WASTE DISPOSAL

CONTRACTOR shall provide biohazard waste disposal services on a scheduled and routine basis. Examples of biohazard waste are sharps, glass vials, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

Acct. No.	Site ID:	Facility:	Frequency:
6107859	001	Laurel Health Clinics 1441 Constitution Blvd., Building 400 Salinas, CA 93906	Weekly
6107859	002	Seaside Family Health Center 1156 Fremont Blvd. Seaside, CA 93955	Bi-Weekly
6107859	004	Alisal Health Center 559 East Alisal St., Suite 201 Salinas, CA 93905	Weekly
6107859	005	Monterey Health Clinic at Marina 3155 De Forest Road Marina, CA 93933	Bi-Weekly
6107859	006	Monterey County Integrated Health Clinic 299 12 th Street Marina, CA 93933	Bi-Weekly
6107859	007	Laurel Health Clinics 1441 Constitution Blvd. Building 200, Suite 101 Salinas, CA 93906	Weekly
6107859	010	Laurel Health Clinics 1441 Constitution Blvd. Building 151, Suite 16 Salinas, CA 93906	Weekly
6107859	011	Laurel Health Clinics 1441 Constitution Blvd. Building 760 (NIDO) Salinas, CA 93906	Bi-Weekly
Acct. No.	Site ID:	Facility:	Frequency:
6140604	002	Monterey County Health Dept 1270 Natividad Road, Room 216 Salinas, CA 93906	As Needed

A.2. NON-HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL

CONTRACTOR shall provide non-hazardous pharmaceutical waste disposal services on a scheduled and routine basis. Examples of pharmaceutical waste are expired pills, partial Rx doses, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

Account No:	Site ID:	Facility:	Size:	Frequency:
6140604	002	Monterey County Health Dept 1270 Natividad Road, Room 216 Salinas, CA 93906	2 gallons	Qtly

A.3 TRACE CHEMO WASTE DISPOSAL

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

Account Number	Site ID:	Facility:	Size:	Frequency:
6107859	001	Laurel Health Clinics 1441 Constitution Blvd., BLDG 400 Salinas, CA 9390	8 gallons	As Needed
6107859	002	Seaside Family Health Center 1156 Fremont Blvd. Seaside, CA 93955	N/A	N/A
6107859	004	Alisal Health Center 559 East Alisal St., Suite 201 Salinas, CA 93905	8 gallons	As Needed
6107859	005	Monterey Health Clinic at Marina 3155 De Forest Road Marina, CA 93933	8 gallons	As Needed
6107859	006	Monterey County Integrated Health Clinic 299 12 th Street Marina, CA 93933	N/A	N/A
6107859	007	Laurel Health Clinics 1441 Constitution Blvd., BLDG. 200 Salinas, CA 93906	8 gallons	As Needed
6107859	010	Laurel Health Clinics 1441 Constitution Blvd. BLDG 151, Suite 16 Salinas, CA 93906	8 gallons	As Needed
6107859	011	Laurel Health Clinics 1441 Constitution Blvd. BLDG 760 (NIDO) Salinas, CA 93906	8 gallons	As Needed

A.4. HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL (HDDS)

CONTRACTOR shall provide full hazardous pharmaceutical waste disposal services (HDDS) on a scheduled and routine basis.

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CONTRACTOR shall provide 8 gallon or 18-gallon containers for compatible pharmaceutical waste disposal. Replacement containers will be provided to each site at no additional cost for the allotted quantity in the table below.

CONTRACTOR shall provide separate containers for each non-compatible waste category per site. Replacement containers will be provided to each site at no additional cost.

Locations where CONTRACTOR shall provide services include, but are not limited to:

Account Number	Site ID:	Clinic	Annual Containers (8 or 18 Gal.)	Frequency (Stops x Year)
6107859	001	Laurel Health Clinics 1441 Constitution Blvd. Building 400 Salinas, CA 93906	Up to 5	2 x Per Year
6107859	002	Seaside Family Health Center 1156 Fremont Blvd. Seaside, CA 93955	Up to 5	2 x Per Year
6107859	004	Alisal Health Center 559 East Alisal St., Suite 201 Salinas, CA 93905	Up to 3	1 x Per Year
6107859	005	Monterey Health Clinic at Marina 3155 De Forest Road Marina, CA 93933	Up to 3	1 x Per Year
6107859	006	Monterey County Integrated Health Clinic 299 12 th Street Marina, CA 93933	Up to 3	1 x Per Year
6107859	007	Laurel Health Clinics 1441 Constitution Blvd. Building 200 (Peds) Salinas, CA 93906	Up to 5	2 x Per Year
6107859	010	Laurel Health Clinics 1441 Constitution Blvd. Building 151, Suite 16 Salinas, CA 93906	Up to 3	1 x Per Year
6107859	011	Laurel Health Clinics 1441 Constitution Blvd. Building 760 (NIDO) Salinas, CA 93906	Up to 3	1 x Per Year

A.5. CONTRACTOR AGREES TO THE FOLLOWING

1. To provide services in compliance with all applicable state and federal, health and safety codes, rules and regulations during the term of this contract period, including the Medical Waste Management Act (MWMA) (California Health and Safety Code, Sections 117600 – 118360).
2. 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.
3. To respond to any emergency request within 60 minutes of receiving the call and to pick up medical waste from designated County areas (EMERGENCY PICK-UP).
4. To adjust frequency of service and/or container size per site as requested in writing by County;
5. To provide tracking documentation and record retention 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.
6. To take title to the County's medical waste upon pickup by assuming full responsibility for all containers at the time of receipt.
7. To guarantee appropriate treatment through complete destruction of medical waste at a licensed facility.
8. To provide either "scheduled" or "as needed" pickup based upon County's needs.
9. To provide trained, licensed, professional drivers in vehicles licensed and registered with the State of California to perform all pickups. All items removed from site will be listed on CONTRACTOR'S approved form and form will be signed by site personnel.
10. 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.
11. 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.
12. To sell container products to County at competitive pricing.

A.6 COUNTY AGREES TO THE FOLLOWING:

1. County will notify CONTRACTOR at least three business day prior to when services are requested, except as routinely scheduled.
2. To place only medical waste as defined per Attachment 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.

3. 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.
4. 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. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

1. County shall pay an amount not to exceed \$142,800 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following rates. The County's payment obligations for CONTRACTOR'S services shall commence when an accurate invoice is submitted.

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

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Product*	Definition	Rate
48 Gal Tub (Bio) CT 12.7 Lb ²	Biohazard Waste Container	Included in disposal fee
44 Gal Tub (Bio) CT 12.7 Lb ²	Biohazard Waste Container	Included in disposal fee
20 Gal Tub (Bio) CT 5.7 Lb ²	Biohazard Waste Container	Included in disposal fee
5.4 Qt Sharps (Bio)	Sharps Waste Container	\$6.15
8 Gal (Trace Chemo)	Trace Chemo container	\$14.95
18 Gal (Trace Chemo)	Trace Chemo container	\$18.02
2 Gal PharmaSafety White	Pharmaceutical Waste Container	\$7.02
3 Gal PharmaSafety White	Pharmaceutical Waste Container	\$9.13
8 Gal PharmaSafety White	Pharmaceutical Waste Container	\$16.54
12 Gal PharmaSafety White	Pharmaceutical Waste Container	\$19.38
8 or 18 Gal (HDDS)	Each additional Container Fee after annual allotment exceeded	\$200.00

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

² Facilities will be billed at the Treatment Fee rates herein for emergency pick-ups.

B.2 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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3. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
5. **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
6. CONTRACTOR shall submit invoices itemizing each billed item to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

For Account 6107859:

Mail delivery:

Monterey County Health Department
FQHC Clinics
1441 Schilling Place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@co.monterey.ca.us

For Account 6140604:

Mail delivery:

Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
Attn: ACCOUNTING