

**RENEWAL AND AMENDMENT No. 1
TO THE AGREEMENT BETWEEN
COUNTY OF MONTEREY &
ALTIUS MEDICAL**

This RENEWAL AND AMENDMENT No. 1 to AGREEMENT, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and Altius Medical, hereinafter referred to as “CONTRACTOR” with respect to the following.

WHEREAS, on April 2, 2021 the COUNTY and CONTRACTOR entered into AGREEMENT for the provision of medical waste management and disposal service, for the term of March 1, 2021 through February 28, 2023, and for a total not to exceed \$20,000; and

WHEREAS, the AGREEMENT expired by its terms on February 28, 2023; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effective date retroactive to March 1, 2023; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add \$20,000 and extend the term for an additional two (2) years, and replace Exhibit A.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety as of March 1, 2023, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. **Section 2, “Payment Provisions”, shall be amended by removing**, “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$20,000”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$40,000”.
3. **Section 3.01, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this AGREEMENT is from **March 1, 2021 to February 28, 2023**, 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 this AGREEMENT”, **and replacing it with** “The term of this AGREEMENT is from **March 1, 2021 to February 28, 2025**, 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 this Agreement”.

4. **Exhibit A, “Scope of Services/Payment Provisions”, shall be amended by removing Exhibit A of this agreement and replacing it with “Exhibit A-1”.** All references in AMENDMENT No. 1 to Exhibit A-1 shall be construed to refer to Exhibit A.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of this RENWAL AND AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County on April 2, 2021.
7. This RENEWAL AND AMENDMENT NO. 1 is effective as of March 1, 2023.

***** SIGNATURE PAGE TO FOLLOW *****

IN WITNESS WHEREOF, the parties have executed this RENEWAL AND AMENDMENT NO. 1 on the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR – Altius Medical

Contracts/Purchasing Officer

DocuSigned by:
By: William Dalhamer

Signature of Chair, President, or Vice-President

Dated: _____

William Dalhamer President

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 3/10/2023 | 1:59 PM PST

DocuSigned by:
Jennifer Forsyth Jennifer Forsyth

Deputy Auditor/Controller
Auditor-Controller Analyst II
Dated:
3/13/2023 | 3:32 PM PDT

DocuSigned by:
By: Josh Dalhamer

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

Josh Dalhamer CFO

Printed Name and Title

Risk Management

Dated: 3/10/2023 | 4:47 PM PST

Dated: _____

Approved as to Form:

DocuSigned by:
Shane Eben Strong Shane Eben Strong

Deputy County Counsel
Office of County Counsel
Dated: 3/13/2023 | 12:58 PM PDT

Director of Health

Dated: _____

*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.

EXHIBIT A-1

**To Agreement by and between
County of Monterey, for services at Monterey County Health Department,
hereinafter referred to as "COUNTY"**

AND

Altius Medical, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.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 shall provide services for hazardous medical waste retrieval and disposal services at the Monterey County Animal Services Shelter facility located at 160 Hitchcock Road, Salinas, Ca 93908.

CONTRACTOR shall provide collection and proper disposal of regulated medical waste (RMW).

CONTRACTOR will furnish COUNTY with one (1) 44-gallon container, with a maximum load capacity of fifty pounds, at no cost to the COUNTY. Containers over 50lbs. may be subject to a \$50 overweight fee. CONTRACTOR will furnish a reasonable number of additional containers, as requested by COUNTY.

COUNTY will be responsible for properly and lawfully packaging, labeling, and storing medical waste. COUNTY shall store medical waste in containers supplied or approved by Altius, lined with a health-care liner bag. COUNTY agrees that all containers supplied by Altius shall be relinquished to Altius, or a designated Altius Affiliate, for waste disposal.

CONTRACTOR will exchange each container, at the COUNTY site, with a clean and disinfected/or new, empty container. CONTRACTOR is responsible for the preparation and loading of the transport vehicle and for the transportation of container(s) to Altius, or an Altius selected transfer or treatment facility.

Ownership of the medical waste collected from COUNTY shall be transferred to and vested in CONTRACTOR at the time that the containerized medical waste is accepted and received by CONTRACTOR at the COUNTY facility. Prior to waste acceptance by CONTRACTOR, COUNTY has full ownership of the medical waste.

Altius Medical
Renewal and Amendment No. 1
Term: 03/01/21 – 02/28/25
NTE: \$40,000

All written reports required under this Agreement must be delivered to *Cindy Burnham, County's Animal Services Manager*, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$40,000** 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 terms:

Section 1, Rate schedule for Medical Waste Disposal Requiring No Incineration.

Biohazardous waste transfer and disposal/treatment, as defined in the California Health and Safety Code Section 117635; which include the waste type identified and individually manifested as "BIO Waste." The described waste is handled, transported, stored, and transferred by CONTRACTOR, to a state permitted Medical Waste Treatment Company selected by CONTRACTOR.

Service calls for this waste type will be scheduled as per the requirements of the COUNTY. All service calls per site will generate one (1) "Service Fee" accompanied by at least one (1) "Waste Disposal Fee". The rates for these services are as follows:

Service Fee	\$50.00	Per Scheduled Services
On-Call/Emergency Fee – if requested.	\$75.00	Per on-call/emergency service – if requested by COUNTY
Waste Disposal Fee	\$44.00	Per disposal of up to 44 gallons
Additional Waste Disposal fee	\$34.00	Per disposal of each additional 44 gallons.

Section 2, Rate schedule for Medical Waste Disposal Requiring Incineration.

Biohazardous waste transfer and disposal/treatment as defined in the California Health & Safety Code Section 117635; which includes the waste types identified and individually manifested as "Trace Chemotherapy Waste or Pathological Waste or Pharmaceutical Waste;" and in which the waste type is required by state regulations, or Customer requirement, to be treated and disposed of by a state, or out-of-state, or out-of-state, permitted incineration facility. The described waste is handled, transported, stored, and transferred by CONTRACTOR, to a state permitted Medical Waste Treatment Company selected by CONTRACTOR.

Service calls for these waste types of Section 2.0, will be scheduled as per the requirements of the COUNTY and are performed at the same time as Service Calls for Section 1.0. All Services calls per site will generate one (1) “Service Fee” accompanied by at least one (1) “Waste Disposal Fee”. The rates for these services are as follows:

Service Fee	\$50.00	Per Scheduled Service
On-Call/Emergency Fee – if requested	\$75.00	Per on-call/emergency service – if requested by COUNTY.
Waste Disposal Fee	\$87.25	Per disposal of up to 8 gallons
Additional Waste Disposal Fee	\$87.25	Per disposal of each additional 8 gallons.

There shall be no travel reimbursement allowed during this Agreement.

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.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: 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.

Invoices may be mailed to: Monterey County Health Department
Environmental Health Bureau/Animal Services
1270 Natividad Road
Salinas, CA 93906

Invoices should be emailed directly to: 296-FinanceAS@co.monterey.ca.us
Cc: burnhamc1@co.monterey.ca.us

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.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

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.

Altius Medical
Renewal and Amendment No. 1
Term: 03/01/21 – 02/28/25
NTE: \$40,000

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.