

**Amendment No. 2
To
Professional Services Agreement
By and between
County of Monterey and Stericycle, Inc.**

This Amendment No. 2 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 Amendment No. 1 to the Professional Services Agreement to extend the term of the Agreement to June 30, 2104; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term of Agreement for two (2) additional years, 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 \$38,000.00 for a new total not to exceed \$98,000.00 for the term of the Agreement.
2. Section 4, Term of Agreement, is amended to extend the term of the Agreement to June 30, 2014 for a new term of July 1, 2011 to June 30, 2016.
3. AMENDMENT NO.1 to EXHIBIT A is replaced with AMENDMENT NO. 2 to EXHIBIT A. All references in the Agreement to AMENDMENT NO.1 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.
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, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date set forth below their respective signatures.

COUNTY Debra Bayard
By: Debra Bayard, MS
Deputy Purchasing Agent
Mike Derr, County Purchasing Officer

CONTRACTOR
By: Stephanie Richter

Date: 6/24/14

Name: Stephanie Richter

By: [Signature]
Ray Bullfick, Director of Health
Department of Health

Title: Government Specialist

Date: 6/25/14

Date: 6/10/14

Approved as to Legal Form:

By: CUB
Stacy L. Saetta, Deputy County Counsel
Comptroller
Date: June 20, 2014

By: [Signature]
Name: Joe Sagala

Approved as to Fiscal Provisions:

By: [Signature]
Gary Giboney, Auditor-Controller
Date: 6/2014

Title: Government Specialist

Date: 6/10/14

Approved as to Liability Provisions:

By: _____
Steve Mauck, Risk Management

Date: _____

AMENDMENT NO. 2 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 will provide services on a scheduled and routine basis. Locations where CONTRACTOR will provide services include, but are not limited to:

Account Number	Clinic	Frequency
6107859 Site ID: 001	Laurel Health Clinics 1441 Constitution Blvd. Building 151, 200 Salinas, CA 93906	Weekly
6107859 Site ID: 002	Seaside Family Health Center 1150 Fremont Blvd. Seaside, CA 93955	Weekly
6107859 Site ID: 003	Seaside Family Health Center 1150 Fremont Blvd. Seaside, CA 93955	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
To be determined	Monterey County Integrated Health Clinic 299 12 th Street Marina, CA 93933	To be determined
To be determined	Bienestar- Natividad Medical Center 1441 Constitution Blvd., Bldg. 400, Floor Two Salinas, CA 93906	To be determined
To be determined	Bienestar- King City 188 Broadway King City, CA 93930	To be determined

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

Amendment No. 2 to PSA with Stericycle, Inc.
for retrieval and proper disposal of medical waste
NTE: \$98,000.00

A.1.1 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. 2 to Exhibit A, from County grounds.
- b. 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).
- c. To deliver replacement **pharmaceutical containers** at the following frequencies, unless otherwise mutually agreed upon:

Account Number	Clinic	Size	Frequency
6107859 Site ID: 001	Laurel Health Clinics 1441 Constitution Blvd. Building 151, 200 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
To be determined	Monterey County Integrated Health Clinic 299 12 th Street Marina, CA 93933	To be determined	To be determined
To be determined	Bienestar- Natividad Medical Center 1441 Constitution Blvd., Bldg. 400 Floor Two Salinas, CA 93906	To be determined	To be determined
To be determined	Bienestar- King City 188 Broadway King City, CA 93930	To be determined	To be determined

CONTRACTOR shall provide replacement pharmaceutical 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.

- d. To comply 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).
- e. 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.
- f. To take title to the County's medical waste upon pickup by assuming full responsibility for all containers at the time of receipt.
- g. To guarantee appropriate treatment through complete destruction of medical waste at a licensed facility.
- h. 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.
- i. To sell medical waste 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. 2 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 pickup by CONTRACTOR.
- d. To place only pharmaceutical waste into containers provided by CONTRACTOR prior to pickup by CONTRACTOR. Pharmaceutical containers must be labeled "Incinerate Only" on all sides and on top.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed (\$98,000.00) 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. 2 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. 2 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
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
2 Gallon PharmaSafety White	Pharmaceutical Waste Container	\$18.21

3 Gallon PharmaSafety White	Pharmaceutical Waste Container	\$28.82
8 Gallon PharmaSafety White	Pharmaceutical Waste Container	\$35.75
12 Gallon PharmaSafety White	Pharmaceutical Waste Container	\$60.64

¹ Laurel Women's Health, Laurel Pediatrics, Laurel Internal Medicine, and Laurel Family Practice shall be collectively charged as one trip. CONTRACTOR shall not have extra charges for emergency pick-up.