



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14728

Approve and authorize the Director of Health or Assistant Director of Health to sign Amendment No. 1 to Agreement with Stericycle, Inc., extending the term for an additional two (2) years for a new term of July 1, 2018 through June 30, 2022, and increasing the contract amount by \$41,800 for a revised contract amount not to exceed \$96,800 for hazardous medical waste retrieval and disposal services.

PASSED AND ADOPTED on this 9th day of June 2020, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 9, 2020.

Dated: June 9, 2020
File ID: A 20-144
Agenda Item No.: 32

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 20-144

June 09, 2020

Introduced: 5/14/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to sign Amendment No. 1 to Agreement with Stericycle, Inc., extending the term for an additional two (2) years for a new term of July 1, 2018 through June 30, 2022, and increasing the contract amount by \$41,800 for a revised contract amount not to exceed \$96,800 for hazardous medical waste retrieval and disposal services.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to sign Amendment No. 1 to Agreement with Stericycle, Inc., extending the term for an additional two (2) years for a new term of July 1, 2018 through June 30, 2022, and increasing the contract amount by \$41,800 for a revised contract amount not to exceed \$96,800 for hazardous medical waste retrieval and disposal services.

SUMMARY/DISCUSSION:

The Health Department Clinic Services Bureau (Clinic Services) operates ten community clinic sites designated as Federally Qualified Health Centers (FQHCs) which provide preventive, primary, and specialty medical care services

On June 26, 2018, the Board of Supervisors approved Agreement No. A-14007 with Stericycle, Inc. to provide hazardous medical waste retrieval and disposal services.

Medical waste retrieval and disposal services are required by various regulating agencies, including Occupational Safety and Health Administration (OSHA), per waste segregation requirements as defined by the Environmental Protection Agency (EPA).

Approval of the recommended action will maintain the essential waste removal and disposal services while complying with regulating agencies.

This work supports the Monterey County Health Department 2018-2055 Strategic Plan initiative;
2. Enhance community health and safety through prevention. It also supports one or more of the ten essential public health services, specifically; 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

Sufficient funds are available in the FY 2020-2021 Recommended Budgets for both Clinic Services Bureau, Health Department (4000-HEA007) and Public Health (4000-HEA003). There is no financial impact to the General Fund resulting from approval of this Amendment.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Infrastructure:

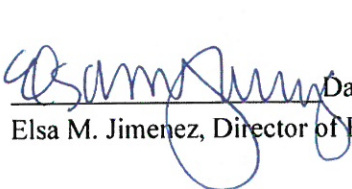
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

 Date: 05/21/2020
Elsa M. Jimenez, Director of Health, 755-4526

Attachments:

Amendment No 1 is on file with the Clerk of the Board
Agreement is on File with Clerk of the Board

**Amendment No. 1 To Agreement
By and Between
County of Monterey, hereinafter referred to as "County"
AND
Stericycle, Inc., hereinafter referred to as "CONTRACTOR"**

THIS AMENDMENT No. 1 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 revenue enhancement services for the period of July 1, 2018 to June 30, 2020 and an amount not to exceed \$55,000 ("Agreement"); and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for two (2) additional years, as specified below.

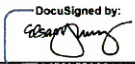
NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. **SECTION 3, "PAYMENTS BY COUNTY"**, is amended to increase the total amount payable by County to CONTRACTOR by \$41,800, for a combined amount not to exceed \$96,800 for the term of the Agreement.
2. **SECTION 4, "TERM OF AGREEMENT"**, is amended to extend the term of the Agreement to June 30, 2022, for a new term of July 1, 2018 to June 30, 2022.
3. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by Amendment No. 1 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 1 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. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this AMENDMENT No. 1 shall be attached to the Agreement.
6. The effective date of this AMENDMENT No. 1 is July 1, 2020.

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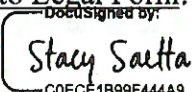
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

By: 
Director of Health
Department of Health

Date: 6/11/2020 | 12:05 PM PDT

Approved as to Legal Form:

By: 
Stacy L. Saetta, Deputy County Counsel

Date: 5/3/2020

Approved as to Fiscal Provisions:

By: 
Auditor-Controller Burcu Mousa

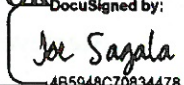
Date: 5/5/2020

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

CONTRACTOR

By: 

Name: Joe Sagala

Title: Government Specialist

Date: 4/22/2020

By: 

Name: Deniz Mahic

Title: Manager

Date: 4/30/2020

*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. 1 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
6140604	001	Monterey County Health Dept 1200 Aguajito Road, Room 13 Monterey, CA 93940	As Needed
6140604	002	Monterey County Health Dept 1270 Natividad Road, Room 216 Salinas, CA 93906	As Needed

Amendment No. 1 to Agreement with
Stericycle, Inc.
NTE: \$96,800

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	001	Monterey County Health Dept 1200 Aguajito Road, Room 13 Monterey, CA 93940	2 gallons	Qtly
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.

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

Amendment No. 1 to Agreement with
Stericycle, Inc.
NTE: \$96,800

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 within 24 hours of request (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 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. 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.
9. 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.
10. 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.
11. To sell container products to County at competitive pricing.

A.6 COUNTY AGREES TO THE FOLLOWING:

1. County will notify CONTRACTOR at least one 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 \$96,800 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

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

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

2. If CONTRACTOR fails to perform, and further fails to cure any such defect within the prescribed period, 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 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.

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.
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