

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STERICYCLE, INC.

This Agreement is entered into this _____ day of _____, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Stericycle, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing disposal and treatment of medical waste services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Additional Site Form
- Exhibit E—Corporate Compliance SMMC Code of Conduct
- Attachment H—HIPAA Business Associate Requirements

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the Chief Operations Officer or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2017, through May 31, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon sixty (60) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address

listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: San Mateo Medical Center
Attn: Accounts Payable
Address: 222 W 39th Ave
San Mateo, CA 94403
Email: SMMC-Accounts-Payable@smcgov.org

In the case of Contractor, to:

Name/Title: Stericycle, Inc.
Address: 3668 Enterprise Ave,
Hayward, CA 94545

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: STERICYCLE, INC.

T Rashkew
Contractor Signature

4/10/17
Date

Tamar Rashkew
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

A. Duties and Locations

Services will be provided at the following locations (“Clinics”) where applicable. Locations may be added or eliminated by SMMC during the life of this contract through the parties’ mutual execution of the “Additional Site Form” attached as Exhibit C to this Agreement. In the event that a contract amendment is required to add funds or is otherwise necessary to comport with County contracting requirements, County shall inform Contractor and a mutually agreed upon amendment shall be executed.

San Mateo Medical Center
222 W. 39th Avenue
San Mateo, CA 94403
Collection Frequency: As needed

Daly City Clinic
380 90th Street
Daly City, CA 94015
Collection Frequency: As needed

Daly City Youth Center
2780 Junipero Serra Blvd.
Daly City, CA 94015
Collection Frequency: As needed

South San Francisco Clinic
306 Spruce Avenue
South San Francisco, CA 94080
Collection Frequency: As needed

Coastside Clinic
225 South Cabrillo Hwy, Ste. 100A
Half Moon Bay, CA 94019
Collection Frequency: As needed

Fair Oaks Health Center
2710 Middlefield Rd
Redwood City, CA 94063
Collection Frequency: As needed

Sequoia Teen Wellness Center
200 James Avenue

Redwood City, CA 94062
Collection Frequency: As needed

San Mateo County Youth Services Center
222 Paul Scannell Drive
San Mateo, CA 94402
Collection Frequency: As needed

Behavioral Health and Rehabilitative Pharmacy - *BHRS*
727 Shasta St. Suite 203
Redwood City, CA 94063
Collection Frequency: As needed

Coastside Mental Health Services - *BHRS*
225 South Cabrillo Hwy Ste. 200A
Half Moon Bay, CA 94019
Collection Frequency: As needed

East Palo Alto Community Counseling Center - *BHRS*
2415 University Avenue Ste.101
East Palo Alto, CA 94303
Collection Frequency: As needed

North County Mental Health - *BHRS*
375 89th Ave
Daly City, CA 94015

Central County Mental Health - *BHRS*
1950 Alameda De Las Pulgas
San Mateo, CA 94403
Collection Frequency: As needed

South County Mental Health Services - *BHRS*
802 Brewster Avenue
Redwood City, CA 94063
Collection Frequency: As needed

Canyon Oaks - *BHRS*
400 Edmonds Road
Redwood City, CA 94062
Collection Frequency: As needed

B. Services shall include the following:

- a. Contractor will autoclave all biological waste
- b. All services as listed on this Exhibit A

- c. Contractor will collect waste from “As Needed” locations, as determined by County, within five (5) days of County’s request for removal through Contractor’s customer service line 866-338-5120.
- d. Contractor will provide all supplies and necessary equipment for all services described herein.
- e. Contractor will provide proper documentation of collections and disposal of all waste, including certificates of destruction.

C. Programs that Stericycle will provide to SMMC and its Clinics:

- 1. The SteriVantage Program** will provide SMMC and its clinics with Bio hazardous and Department of Transportation training.
- 2. Regulated Medical Waste Disposal Program** will remove and dispose of Medical and Bio Hazardous waste.

i. Regulated Medical Waste Services. Stericycle, Inc. has obtained all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to Member. Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-conforming Waste) generated by Member during the term of this Agreement. Stericycle employees may refuse containers that are determined to be Non-conforming Waste as identified in the Waste Acceptance Policy (WAP). Member shall place only “Regulated Medical Waste” as defined by 49 CFR 173.134 or by any other federal, state and local regulations. Member warrants that the waste presented for disposal will not contain any “hazardous”, “toxic”, or “radioactive” wastes as defined by all applicable laws or regulations and shall be liable for any injury, loss or damage resulting from non-conforming waste. Further definitions are part of this contract under the current WAP. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle’s Waste Acceptance Policy may also be obtained from your local Stericycle representative. Title to Regulated Medical Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Member shall have title to Regulated Medical Waste at all prior times. Member shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Member for proper disposal after collection or otherwise disposed of in accordance with Member’s instructions or arrangements.

ii. Recordkeeping and Compliance with Laws Stericycle and Member shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, permits, required state registrations, copies of manifests and tracking records consistent with and for the periods required by applicable

regulations and guidelines pertaining to generation, storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

3. Sharps Disposal Management will provide SMMC with a comprehensive proactive sharps disposal service with reusable containers

Collection of Waste

i. Sorting Waste Streams – Member and its employees and agents shall only place Sharps Waste in the containers. Member will make the containers accessible for pick up on the pick-up dates and in the locations specified or agreed. Sharps Waste does not include any hazardous or radioactive waste, cytotoxic drugs or antineoplastic agents, bulk blood or liquid or any waste or other material not falling within the definition of regulated medical waste to the extent such regulations specify Sharps Waste “Non-Conforming Waste”. The Member will be responsible for segregating all waste in accordance with federal, state, and local regulations. Contractor may at its discretion refuse to collect any Non-Conforming Waste or containers it reasonable suspects may contain Non-Conforming Waste.

ii. NIOSH Optimal Installation Height - Contractor is committed to providing the most current compliant services. Contractor complies with the current NIOSH Optimal Installation Height recommendations for the installation of sharps containers. The Member may choose to select heights outside of the recommendations but must notify Contractor prior to installation.

iii. Title to Waste. Title to Sharps Waste and other Regulated Medical Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Member shall have title to the Sharps Waste and other Regulated Medical Waste at all prior times. Member shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Member for proper disposal after collection or otherwise disposed of in accordance with Member’s instructions or arrangements.

4. Pharmaceutical Waste Disposal Program will characterize, segregate, transport and properly dispose of pharmaceutical waste

i. Rx Formulary Waste Characterization

The Formulary Waste Characterization provided SMMC with information necessary to be compliant with Federal EPA/RCRA and DOT regulations concerning identification, sorting, packaging, labeling, and documentation of RCRA hazardous and non-RCRA hazardous pharmaceutical waste.

Stericycle shall provide on-site pharmaceutical waste packing and labeling services by a Field Technician trained in proper handling and safety procedures. Customer is solely responsible for segregating non-hazardous waste, hazardous waste, and incompatible hazardous waste.

Transportation & Disposal services include:

- Manifested pickup of hazardous pharmaceutical waste from Customer sites
- Documented pickup of non-hazardous pharmaceutical waste from Customer sites
- DOT Waste disposal containers with labeling
- Transport to a regulated destruction facility for disposal

DOT compliant waste disposal containers are used for the segregation, transport and disposal of pharmaceutical waste from the generator's (Customer) designated hazardous waste accumulation area. The initial supply of waste disposal containers will be shipped to the Customer based upon the number and type of DOT waste streams identified as a function of the initial Rx Formulary Waste Characterization and DOT Waste Stream Analysis.

In order to keep the hospital's formulary waste characterization current, the hospital will submit NDC's and drug information for new or added pharmaceuticals to Stericycle for waste characterization. This will follow the same procedures as the initial waste characterization. This service is included in the monthly fee.

Customer will receive characterization report updates each time a characterization is completed. Characterization report updates will be provided to Customer electronically. A service fee will be charged for any hardcopy characterization reports requested by the Customer.

A study research fee will be charged for waste characterization of Clinical Investigation compounds – including multi-component blinded studies.

Stericycle will keep the customer up-to-date with regulations, training and program performance through Stericycle's After Care program. After Care consists of on-going, hospital-wide service reviews by Stericycle's trained Healthcare Compliance Specialists.

After Care program performance review includes an audit of the Satellite and Central Accumulation Areas, required regulatory paperwork, as well as waste disposal and segregation practices. Stericycle will assist the Customer in improving any deficiencies found.

Annual training will consist of regulatory updates and review, as well as program review (helpful for new employees). The hospital training staff is

expected to attend the annual training class. As in the start-up training class, clinicians are invited to attend to reduce the burden on the hospital training staff. The intent of the annual training is to train-the-trainers.

5. **Hazardous, Non-Hazardous & Universal Wastes & Services Program** provides management of hazardous, non-hazardous and/or universal waste, and will provide services related to the management of these types of waste.

D. STERICYCLE WASTE ACCEPTANCE POLICY

NON-HAZARDOUS WASTES MUST BE IDENTIFIED, SEGREGATED AND PACKAGED SEPARATELY FROM HAZARDOUS & UNIVERSAL WASTES: Examples Include:

- ü Trace-Chemotherapy Contaminated Waste – RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations, or guidelines.
- ü Non-RCRA Hazardous Pharmaceuticals – Must be characterized and certified as non-RCRA hazardous material by the generator. Consult Stericycle Representative for specific requirements.
- ∅ RCRA Pharmaceuticals, Hazardous Chemical / Laboratory Wastes, Compressed Gas Cylinders, Universal Wastes or E-Wastes

HAZARDOUS (RCRA) WASTES MUST BE IDENTIFIED, SEGREGATED AND PACKAGED SEPARATELY FROM NON-HAZARDOUS AND UNIVERSAL WASTES: Examples Include:

- ü RCRA Hazardous Pharmaceutical Wastes / Bulk RCRA Chemotherapy Wastes
- ü Hazardous Chemical / Laboratory Wastes – Drums or other containers that contain characteristically or listed hazardous wastes - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer, developer
- ü Compressed Gas Cylinders - , Canisters, Inhalers, and Aerosol Cans
- ü Mercury - Containing Dental Waste – Non-contact and contact amalgam and products, chair side traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings, and empty amalgam capsules
- ü Radioactive Waste – Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

UNIVERSAL AND E-WASTES WASTES MUST BE IDENTIFIED, SEGREGATED AND PACKAGED SEPARATELY FROM HAZARDOUS AND NON-HAZARDOUS WASTES: Examples Include:

- Ü Universal Wastes: Batteries, Mercury Containing Equipment, Fluorescent Lamps, Pesticides (Pharmaceuticals in some states)
- Ü E-Wastes – computers, monitors, medical devices, lab equipment, miscellaneous electronics

SEGREGATION AND LABELING

- ∅ Segregate Wastes: Do NOT store Incompatible wastes in the same container
- Ü Labeling: Affix labels required by RCRA to appropriately identify contents

Customer is solely responsible for ensuring the proper segregation and labeling of all wastes. If any of the Waste is Not packaged properly, then Customer will be solely responsible for all costs associated with clean-up, transportation, treatment, and disposal of the Non-conforming Waste by a company or companies permitted to clean-up, transport, treat, and dispose of such Non-conforming Waste.

Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

I. The SteriVantage Program Pricing

SteriVantage On-Line Tools Pricing for Current Off-Site Customer Locations Added to the Agreement								
Number Of Sites:	Site Specific Information for every site in agreement							
7	Bio Hazardous & DOT Training							
Account#	Site	Site Location Name	Address	City	ST	Zip	Monthly	SV
							Fee	Level
6092601	4	San Mateo Medical Center	222 W 39th Ave	San Mateo	CA	94403	\$69.00	SV1
6092601	12	Sequoia Teen Center	200 James Ave	Redwood City	CA	94062	\$69.00	SV1
6092601	13	Daly City Youth Ctr	2778 Junipero Serra Blvd	Daly City	CA	94015	\$69.00	SV1
6092601	14	Daly City Clinic	380 90th St	Daly City	CA	94015	\$69.00	SV1
6092601	15	South SF Clinic	306 Spruce Ave	South San Francisco	CA	94080	\$69.00	SV1
6092601	16	Fair Oaks Health Center	2710 Middlefield Rd	Redwood City	CA	94063	\$69.00	SV1
6092601	21	Coast side Clinic	225 Cabrillo Hwy South Ste 100A	Half Moon Bay	CA	94019	\$69.00	SV1

Regulated Medical Waste Disposal Pricing

Hospital Price Structure	See Exhibit A for Applicable	Offsite Price Structure	See Attachments for Applicable
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Service Rate Type	Locations		Recurring Rate Type	Locations	
	Effective Rate	Unit of Measure		Effective Rate	Unit of Measure
Regulated Medical Waste	\$.35	Per Lb	Regulated Medical Waste	\$.35	Per Lb
Trace Chemotherapy Pathological Waste	\$.70	Per Lb	Trace Chemotherapy Pathological Waste	\$.70	Per Lb
Energy Charge	\$9.50	Per Stop	Energy Charge	\$9.50	Per Stop
CA AB Fee (tax)	\$.0127	Fixed	CA AB Fee (tax)	\$.0127	Per Lb
Minimum Stop Fee	\$60.00	Per Stop	Minimum Stop Fee	\$60.00	Per Stop
Service No Waste	\$60.00	Per Stop	Service No Waste	\$60.00	Per Stop
Record Retention	\$8.29	Per Shipping Document	Record Retention	\$8.29	Per Shipping Document

Stericycle reserves the right to charge for a minimum container weight for each container type collected per stop at a customer's site. The minimum weight is determined to be 65% of a containers gallon capacity. Stericycle will assign a minimum weight per each container type which equates to 1 lb per each gallon of capacity (e.g., a 30 gallon container has a minimum weight of 19.5lbs). If the average weight of each type of container collected does not meet the average minimum weight in the aggregate for those containers, Stericycle will charge the current per lb rate to the minimum weight to calculate the container price.

Recordkeeping and Compliance with Laws. Stericycle and Member shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, permits, required state registrations, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to generation, storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

Sharps Disposal Management Pricing

Hospital Price Structure	See Attachments for Applicable Locations	
Service Rate Type	Effective Rate	Unit of Measure
Month Fee	\$3,565.38	Per Month
Energy Fee	\$9.50	Per Stop
Record Retention	\$8.29	Per Shipping Document

Failure to Return Equipment. All special function items including Funnel Tops, Traps, and Floor Dollies, will be supplied by Contractor as needed. Member will

be responsible for all replacement charges for equipment not returned to Contractor in usable condition upon expiration or termination of this agreement or for replacement of equipment destroyed, damaged or discarded by Member during any Term of this Agreement. Replacement costs on the date of this Agreement are listed below:

Cabinet for 3 Gallon Sharps Container	\$28.00
Cabinet for 2 Gallon Sharps Container	\$28.00
Cabinet for 4 Gallon Sharps Container	\$38.00
Plastic, Wall Mount for 2, 3 & 4 gal Sharps Container	\$20.00
Wall Bracket for 8 Gallon Sharps Container	\$38.00
Stability Base for 2 & 3 Gallon Sharps Container	\$20.00
Wire Dolly for 8 Gallon Sharps Container	\$48.00
Wire, Step-On Dolly for 8 Gallon Sharps Container	\$58.00
Black Dolly for 17 Gallon Sharps Container	\$58.00
Wire, Step-On Dolly (Slide Top) for 17 Gallon Sharps Container	\$68.00
Wire, Step-On Dolly (Hamper Lid) for 17 Gallon Sharps Container	\$68.00
4 Gallon Sharps Container	\$28.00
3 Gallon Sharps Container	\$22.00
2 Gallon Sharps Container	\$22.00
8 Gallon Sharps Container	\$28.00
17 Gallon Sharps Container	\$48.00
Transport Carts	\$850.00
Cart Cover	\$58.00

Pharmaceutical Waste Disposal Pricing

Hospital Price Structure	See Attachments for Applicable Locations	
Recurring Rate Type	Effective Rate	Unit of Measure
Monthly Flat Fee	\$637.50	Per Month
Pharmaceutical Compliance Program	\$610.00	Per Month
Energy Fee	\$9.50	Per Stop
Record Retention	\$8.29	Per Shipping Document

Hazardous, Non-Hazardous & Universal Wastes & Services

Item Description	Unit Measure	*Rate/Unit	Disposal method	Notes
Mobilization: (Per Site)				
Transportation/Mobilization	Each	\$300.00	N/A	From San Jose, CA
Labor:				

Chemist/Technician	Hour (Hr)	\$70.00	N/A	On-Site Services Time, Per Person, Per Hour
Professional Services- Consulting, Policy and Procedure Reviews, Reporting	Hour (Hr)	\$95.00	N/A	HAZWOPER Training, Contingency Plan, Permits, to Be Proposed on a Project-By-Project Basis
Fluorescent Lamps: (Totals)				
4 Ft	Linear Foot	\$0.25	Recycling	\$25.00 Minimum Per Container
8 Ft	Linear Foot	\$0.25	Recycling	\$25.00 Minimum Per Container
Compacts, U-Shaped/Circular Fluorescent	Each	\$150.00	Recycling	Up to 25 Bulbs
HID	Each	\$150.00	Recycling	Up to 25 Bulbs
Ballasts:				
PCB Ballasts	5G	\$250.00	Incineration	
Non-PCB Ballasts	5G	\$150.00	Recycling	
Batteries: (Must be sorted by individual battery type or sorting fees apply)				
Alkaline	Pound (lb)	\$1.50	Recycling	Must Meet DOT Packaging \$150.00 Minimum Per Container
Nickel Cadmium	Pound (lb)	\$1.20	Recycling	Must Meet DOT Packaging \$150.00 Minimum Per Container
Lead Acid	Pound (lb)	\$1.00	Recycling	Must Meet DOT Packaging \$150.00 Minimum Per Container
Lithium	Pound (lb)	\$4.50	Recycling	Must Meet DOT Packaging \$150.00 Minimum Per Container
Mercury Waste:				
Devices containing Mercury (Recycle) - 5 Gallon Pail	5G	\$325.00	Recycling	
Devices containing Mercury (Recycle) - 15 Gallon Drum	15G	\$750.00	Recycling	
Lab Packs:				
Non-Reactive Lab Pack, RCRA	Non-Reactive	Non-Reactive	Non-Reactive	Non-Reactive Lab Pack, RCRA

	Lab Pack, RCRA	Lab Pack, RCRA	Lab Pack, RCRA	
Pharmaceuticals (Incin.) - 5 gallon drum	Pharmaceut icals (Incin.) - 5 gallon drum	Pharmaceut icals (Incin.) - 5 gallon drum	Pharmaceu ticals (Incin.) - 5 gallon drum	Pharmaceuticals (Incin.) - 5 gallon drum
Non-Reactive Lab Pack, RCRA	Non- Reactive Lab Pack, RCRA	Non- Reactive Lab Pack, RCRA	Non- Reactive Lab Pack, RCRA	Non-Reactive Lab Pack, RCRA
Pharmaceuticals (Incin.) - 15 gallon drum	Pharmaceut icals (Incin.) - 15 gallon drum	Pharmaceut icals (Incin.) - 15 gallon drum	Pharmaceu ticals (Incin.) - 15 gallon drum	Pharmaceuticals (Incin.) - 15 gallon drum
ALL OTHER LABPACK WASTE QUOTED ON A CASE-BY-CASE BASIS				
Bulk Waste Streams:				
Flammable Liquid – Bulked Xylene, Methanol, Ethanol, Stains	5G 15G 30G 55G	\$150.00 \$185.00 \$200.00 \$225.00	Fuel Blending	<2" Dispersible Solids, >5,000 BTU Value, <3% Halogen Content, <5% Water
Waste Loosepack Paint - (Oil- Based D001 Code)	5G 15G 30G 55G	\$150.00 \$290.00 \$355.00 \$440.00	Fuel Blending	<2" Dispersible Solids
High Water Solvents (Bulked)	5G 15G 30G 55G	\$150.00 \$290.00 \$355.00 \$440.00	Incineration	<2,500 BTU Value
Flammable Aerosols	5G 15G 30G 55G	\$150.00 \$290.00 \$355.00 \$440.00	Fuel Blending	
X-Ray Aprons	5G 15G 30G 55G	\$150.00 \$290.00 \$355.00 \$440.00	Stabilization	
Non-hazardous Bulk Waste Streams:				
Latex Paint – Loosepack	5G 15G 30G 55G	\$150.00 \$290.00 \$355.00 \$440.00	Solidificatio n / Landfill	

Bulk Formalin Solution - 55 gallon drum	5G 15G 30G 55G	\$150.00 \$290.00 \$355.00 \$440.00	Incineration	
Non DOT, Non-RCRA Hazardous Waste - (Oily Rags, Sorbents, Antifreeze)	5G 15G 30G 55G	\$150.00 \$290.00 \$355.00 \$440.00	WTE Incineration	
ALL OTHER DRUMMED WASTE STREAMS ARE ON A CASE-BY-CASE BASIS				
Miscellaneous:				
*Electronic Devices	LB	\$0.25		\$150.00 Minimum Per Container
Supplies:				
Poly Drum - 5 gallon	Each	\$15.00		
Fiber/Poly Drum - 15 gallon	Each	\$55.00		
Fiber/Poly Drum - 30 gallon	Each	\$55.00		
Metal Drum - 55 gallon	Each	\$75.00		
Poly Drum - 55 gallon	Each	\$75.00		
Steel Overpack - 85 gallon	Each	\$125.00		
Vermiculite - bag	Each	\$40.00		
Haz Cubic Yard Box	Each	\$85.00		
Bulb Box	Each	\$25.00		
Personal Protective Equip	Each	\$25.00		Per Person, Per Day
*** ALL OTHER MATERIALS WILL BE QUOTED ON A CASE-BY-CASE BASIS***				

Price Protection Period	18	Months
Service Adjustment 1	4% or CPI	18
Service Adjustment 2	4% or CPI	24

Per Invoice Energy Charge

Stericycle uses an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first business day of each month. The surcharge will be based on the National U.S. Average 'On Highway' Diesel Fuel Price reported by

the U.S. Department of Energy for the prior month to the adjustment.

The prices on these indexes are published by the U.S. Dept. of Energy and Stericycle is not responsible for the information provided.

Stericycle Energy Charge Table (prices per gallon)		
<i>At Least</i>	But Less Than	Surcharge
0	\$2.75	5.8%
\$2.76	\$3.00	6.3%
\$3.01	\$3.25	6.9%
\$3.26	\$3.50	7.4%
\$3.51	\$3.75	7.9%
\$3.76	\$4.00	8.5%
\$4.01	\$4.25	9.0%
\$4.26	\$4.50	9.6%
\$4.51	\$4.75	10.1%
\$4.76	\$5.00	10.7%
\$5.01	\$5.25	11.2%
\$5.26	\$5.50	11.7%
\$5.51	\$5.75	12.3%
\$5.76	\$6.00	12.8%

Table will continue using the same methodology as illustrated above for Diesel prices in excess of \$6.01 Stericycle reserves the right to update or modify the fuel table without prior notice

Invoicing

San Mateo Medical Center

Contractor will provide invoices electronically to the San Mateo Medical Center for services provided at the following locations:

- San Mateo Medical Center
- Daly City Clinic
- Daly City Youth Center
- South San Francisco Clinic
- Coastside Clinic
- Fair Oaks Health Center

Sequoia Teen Wellness Center

County shall pay Contractor once monthly within 30 days of receipt of invoice(s).

Services under this agreement for San Mateo Medical Center shall not exceed **\$379,000**, including taxes and fees, for the term of the agreement, unless agreed upon by all parties and unless this agreement is amended in writing and signed by both County and Contractor.

Contractor shall send monthly invoice to the following address:

**San Mateo Medical Center
Attn: Accounts Payable,
222 W. 39th Ave
San Mateo, CA 94403**

San Mateo County Youth Services Center

Contractor shall directly invoice San Mateo County Youth Services Center for services provided at the San Mateo County Youth Center.

County shall pay Contractor once monthly within 30 days of receipt of invoices. Services under this Agreement for San Mateo County Youth Services Center shall not exceed the amount of **\$3,000**, including any taxes or fees for the term of the agreement unless agreed upon by all parties and this agreement is amended in writing and signed by both the County and Contractor.

Contractor shall send monthly invoice for services rendered at the San Mateo Youth Services Center to the following address:

**San Mateo you Services Center
Attn: Rakesh Kapadia
2nd Floor Administration Department
300 Bradford Street
Redwood City, CA 94063**

Behavioral Health and Recovery Services

Contractor shall directly invoice Behavioral Health and Recovery Services for services provided to the following locations:

Behavioral Health and Rehabilitative Pharmacy
Coastside Mental Health Services
East Palo Alto Community Counseling Center
North County Mental Health
Central County Mental Health

South County Mental Health Services
Canyon Oaks

County shall pay Contractor once monthly within 30 days of receipt of invoices. Services under this Agreement for Behavioral Health and Recovery Services shall not exceed the amount of **\$18,000**, including any taxes or fees for the term of the agreement unless agreed upon by all parties and this agreement is amended in writing and signed by both the County and Contractor.

Contractor shall send monthly invoice for services rendered at Behavioral Health and Recovery Services to the following address:

Behavioral Health and Recovery Services
Attention: Brad Johnson
225 W. 37th Ave
San Mateo, CA 94403

Exhibit C
Additional Site Form



**Regulated Medical Waste
including Pathological /Trace Chemotherapy
Contaminated Waste**

For Stericycle Internal Use Only			
Account Number:	_____		
Affiliation Name:	San Mateo Medical Center		
Service Area:	_____		
Affiliation Code:	MAT		
Use Pricing From Acct#:	MAT Contract		
Account PA Terms:	_____		
Sales ID:	TRASHKOW		
Requested Start Date:*	_____		
<i>Requested Start Date is not guaranteed and is subject to route</i>			
Drop Off Date	_____		
Service Frequency:	_____		
Times Per:	<input type="text"/> Week	<input type="text"/> Month	
Container	<input type="text"/> Small	<input type="text"/> Medium	
	<input type="text"/> Large	<input type="text"/> Other	

STERICYCLE, INC. ADDITIONAL SITE FORM

The following location shall be added to the Master Biomedical Waste Service Agreement MAT

Location Name: _____

Service Address: _____

Service City, State, Zip: _____

Site Contact: _____

Site Phone: _____

Site Fax: _____

Contact Email: _____

Date Facility Opens:** _____

Date Facility Opens indicates when the facility opens to the public and will start generating medical waste

Hours of Operation: Mon Tue Wed Thur Fri Sat

Routing Comments: _____

GPO Group Name: _____

GPO Member ID: _____

PO #: _____

Federal Tax ID: _____

Tax Exempt Entity: (Yor N) *If yes, Please provide a copy of the Exemption Certificate.*

EPA/Generator ID: _____

Billing Options: -please check one

Bill to Address as Listed on Original Service Agreement

Bill to Service Address

* Please obtain the correct billing address info

This location shall be serviced according to the rate structure and the terms and conditions under the Master Biomedical Service Agreement.

STERICYCLE, INC.

CUSTOMER

Signature: _____

Name Printed: Tamar Rashkow

Title: Major Account Executive

Date: _____

Customer Name _____

Signature _____

Name Printed _____

Title: _____

Date: _____

Additional Comments:

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Contractor recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Contractor will comply with all Federal, State or other governmental health care program requirements.

Contractor, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

Contractor, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit Contractor to this Code of Conduct, and has committed Contractor to comply with this Code of Conduct.

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set

forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures

of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health

Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.