

**FOURTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
STERICYCLE, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Stericycle, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an agreement for transportation, treatment, and disposal of medical waste services on May 16, 2017 for the term of June 1, 2017 through May 31, 2020, in an amount not to exceed \$400,000 ("Agreement"); and

WHEREAS, the parties amended the Agreement on August 24, 2017, to add emergency response services; and

WHEREAS, the parties amended the Agreement on April 13, 2018, to add additional services to include replacement of sharps containers inside of customer owned medical sharps kiosks; and

WHEREAS, the parties amended the Agreement on April 8, 2019, to replace Exhibits A and B (rev 4/4/18) with revised Exhibits A and B (rev 4/4/19) in their entirety.

WHEREAS, the parties wish to further amend the Agreement to extend the term of the Agreement through May 31, 2021 and increase the amount by \$150,000, to an amount not to exceed \$550,000 and replace Revised Exhibit A (rev. 4/4/19) and Revised Exhibit B (rev. 4/4/19) in their entirety.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3, Payments of the Agreement, is hereby amended to read as follows

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 FIVE HUNDRED FIFTYTHOUSAND DOLLARS (\$550,000). 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.

2. Section 4, Term of the Agreement, is hereby amended to read as follows:  
Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2017 through May 31, 2021.

3. Section 8, Subsection a, Paragraph (D), of the Agreement, is hereby amended to read as follows:

Any other loss or cost except to the extent caused by the concurrent active or passive negligence of County and / or its officers, agents, employees, or servants. Additionally

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.

4. Section 9, Assignability and Subcontracting, of the Agreement, is hereby amended to read as follows:

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 such consent not to be unreasonable withheld, conditioned or delayed. 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.

5. Section 10, Subsection a, General Requirements, of the Agreement, is hereby amended to read as follows:

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 notice must be given as soon as possible, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy

**6. Section 10, Subsection c, Liability Insurance, of the Agreement, is hereby amended to read as follows:**

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

Vendor will provide additionally insured status via the Vendor Broad Form endorsement which is by this contract to be additionally insured, 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.

**7. Section 18, Notices, is hereby amended to read as follows:**

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: Chief Operations Officer  
Address: 222 W 39th Ave  
San Mateo, CA 94403

In the case of Contractor, to:

Name/Title: Stericycle, Inc.  
Address: 2355 Waukegan Road  
Bannockburn, IL 60015  
Attn: Corporate Counsel

8. Revised Exhibit A (rev. 4/4/19) and Revised Exhibit B (rev. 4/4/19) are hereby replaced in their entirety by Revised Exhibit A (rev. 4/28/20) and Revised Exhibit B (rev. 4/28/20) respectively, copies of which are attached hereto and incorporated into the agreement by this reference.
9. **All other terms and conditions of the Agreement dated May 16, 2017, between the County and Contractor shall remain in full force and effect.**

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.

DocuSigned by:  
Kristi Haider                      5/1/2020                      Kristi Haider  
Contractor                      Date                      Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Revised Exhibit A**  
(rev. 4/28/20)

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  
350 90th Street  
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 89<sup>th</sup> 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. In addition, Stericycle will remove and pick up sharps waste from Member owned medical sharp kiosks at Member locations. Disposable sharps container in each medical sharp kiosk may be replace as needed by Stericycle. Member will provide assistance and act as back-up as needed by Stericycle.

- 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.
6. **Emergency Response Services** provides adequate personnel, equipment and materials required to perform the emergency response services, which equipment and materials will be maintained in good working order throughout the performance of the Services.

Stericycle will obtain all licenses and permits required to perform the services, with the exception of those permits and licenses associated with the Disposal Facility.

#### **D. STERICYCLE WASTE ACCEPTANCE POLICY**

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

- ✓ 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.
- ✓ 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:**

- ✓ RCRA Hazardous Pharmaceutical Wastes / Bulk RCRA Chemotherapy Wastes
- ✓ 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
- ✓ Compressed Gas Cylinders - , Canisters, Inhalers, and Aerosol Cans
- ✓ 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
- ✓ 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:**

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

**SEGREGATION AND LABELING**

- ∅ Segregate Wastes: Do NOT store Incompatible wastes in the same container
- ✓ 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.

**Revised Exhibit B**  
(rev. 4/28/20)

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 Locations		Offsite Price Structure	See Attachments for Applicable Locations	
Service Rate Type	Effective Rate	Unit of Measure	Recurring Rate Type	Effective Rate	Unit of Measure
Regulated Medical Waste	\$.38	Per lb	Regulated Medical Waste	\$.38	Per lb
Trace Chemotherapy Pathological Waste	\$.752	Per lb	Trace Chemotherapy Pathological Waste	\$.752	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	\$64.48	Per Stop	Minimum Stop Fee	\$64.48	Per Stop
Service No Waste	\$60.00	Per Stop	Service No Waste	\$60.00	Per Stop
Record Retention	\$9.909	Per Shipping Document	Record Retention	\$9.909	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	\$3,672.340	Per Month
Energy Fee	\$9.50	Per Stop
Record Retention	\$9.909	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

Each disposable new sharps container replaced in Member owned medical sharp kiosks will be billed at the then-current rate as purchased by Stericycle on the behalf of Member.

**Pharmaceutical Waste Disposal Pricing**

<b>Hospital Price Structure</b>	<b>See Attachments for Applicable Locations</b>	
<b>Recurring Rate Type</b>	<b>Effective Rate</b>	<b>Unit of Measure</b>
Monthly Flat Fee	\$656.625	Per Month
Pharmaceutical Compliance Program	\$628.30	Per Month
Energy Fee	\$9.50	Per Stop
Record Retention	\$9.91	Per Shipping Document

**Hazardous, Non-Hazardous & Universal Wastes & Services**

Item Description	Unit Measure	*Rate/Unit	Disposal method	Notes
<b>Mobilization: (Per Site)</b>				
Transportation/ Mobilization	Each	\$300.00	N/A	From San Jose, CA
<b>Labor:</b>				
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
<b>Fluorescent Lamps: (Totals)</b>				
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
<b>Ballasts:</b>				
PCB Ballasts	5G	\$250.00	Incineration	
Non-PCB Ballasts	5G	\$150.00	Recycling	
<b>Batteries: (Must be sorted by individual battery type or sorting fees apply)</b>				
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
<b>Mercury Waste:</b>				

Devices containing Mercury (Recycle) - 5 Gallon Pail	5G	\$325.00	Recycling	
Devices containing Mercury (Recycle) - 15 Gallon Drum	15G	\$750.00	Recycling	
<b>Lab Packs:</b>				
Non-Reactive Lab Pack (Incin.) 5 gallon drum	5G	\$125.00	Incineration	
Non-Reactive Lab Pack (Incin.) – 15 gallon drum	15G	\$195.00	Incineration	
Non-Reactive Lab Pack (Incin.) - 30 gallon drum	30G	\$295.00	Incineration	
Non-Reactive Lab Pack (Incin.) - 55 gallon drum	55G	\$445.00	Incineration	
Reactive Lab Pack (Incin.)	LB	\$6.75	Incineration	Min: 25 lbs/5 gal, 50 lbs/15 gal, 110 lbs/30 gal
RCRA Pharmaceuticals (Incin.) - 5 gallon drum	5G	\$85.00	Incineration	
RCRA Pharmaceuticals (Incin.) - 15 gallon drum	15G	\$175.00	Incineration	
RCRA Pharmaceuticals (Incin.) - 30 gallon drum	30G	\$260.00	Incineration	
RCRA Pharmaceuticals (Incin.) - 55 gallon drum	55G	\$445.00	Incineration	
<b>***ALL OTHER LABPACK WASTE QUOTED ON A CASE-BY-CASE BASIS***</b>				
<b>Bulk Waste Streams:</b>				
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	\$150.00	Fuel Blending	<2" Dispersible Solids
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
High Water Solvents (Bulked)	5G	\$150.00	Incineration	<2,500 BTU Value
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
Flammable Aerosols	5G	\$150.00	Fuel Blending	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
X-Ray Aprons	5G	\$150.00	Stabilization	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
<b>Non-hazardous Bulk Waste Streams:</b>				
Latex Paint – Loosepack	5G	\$150.00	Solidification / Landfill	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
Bulk Formalin Solution - 55 gallon drum	5G	\$150.00	Incineration	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
Non DOT, Non-RCRA Hazardous Waste - (Oily Rags, Sorbents, Antifreeze)	5G	\$150.00	WTE Incineration	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
<b>** ALL OTHER DRUMMED WASTE STREAMS ARE ON A CASE-BY-CASE BASIS**</b>				
<b>Miscellaneous:</b>				
*Electronic Devices	LB	\$0.25		\$150.00 Minimum Per Container
<b>Supplies:</b>				
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
<b>*** ALL OTHER MATERIALS WILL BE QUOTED ON A CASE-BY-CASE BASIS***</b>				

<b>Price Protection Period</b>	18	Months
Service Adjustment 1	4% or CPI	18
Service Adjustment 2	4% or CPI	24

### **Emergency Response Pricing**

<b>LABOR</b>	<b>Straight Time/hr.</b>	<b>Overtime/hr.</b>	<b>Premium Time/hr.</b>
Senior Project Manager	\$167.00	\$242.00	\$326.00
Project Manager	\$144.00	\$209.00	\$281.00
Supervisor	\$115.00	\$172.00	\$230.00
Chemist	\$101.00	\$147.00	\$198.00
Foreman	\$100.00	\$129.00	\$173.00
Technician	\$90.00	\$135.00	\$180.00
Equipment Operator/Truck Driver/Boat Operator	\$95.00	\$119.00	\$160.00
Senior Engineer	\$127.00	\$184.00	\$248.00
Industrial Hygenist	\$189.00	\$274.00	\$369.00
Bio-Haz Technician	\$151.00	\$219.00	\$295.00
Clerical (no OT or PT)	\$61.00	\$89.00	\$119.00
Emergency Response Coordinator (no OT or PT)	\$101.00	\$101.00	\$101.00

All labor is billed at a 4-hour minimum, portal to portal  
Labor on navigable waters is subject to a 15% surcharge

### **Definition of Personnel Hours**

Straight Time Hours - M-F 7 am - 3 pm

Overtime Hours - M-F 3 pm - 7 pm

Sat First 8 hours

Premium Time Hours - All times not listed above, including Sundays, Holidays, and all above 8 hours on Saturday and above 12 hours on any day

<b>PPE</b>	<b>Per Changeout</b>
Level A	\$1,450.00
Level B with Polytyvek	\$450.00
Level B with Saranex	\$465.00
Level B with Barricade	\$490.00
Level C with Polytyvek	\$120.00
Level C with Saranex	\$153.00
Level C with Barricade	\$235.00
Level D	\$44.00
Modified Level D	Varies - See below
Tyvek Suit	\$20.00
Tyvek Suit - Poly Coated	\$30.00
Tyvek Suit - Saranex	\$40.00
Tyvek Suit - Barricade	\$55.00
Level A - Fully Encapsulated	\$1250.00
Level B - Fully Encapsulated	\$500.00
Latex Gloves / Pair	\$1.50
PVC/Nitrile Gloves / Pair	\$43.00
Leather Gloves / Pair	\$25.00
Neoprene Gloves / Pair	\$16.50
Chemical Boots / Pair	\$35.00
Haz Mat Boots / Pair	\$110.00
Boot Covers / Pair	\$10.00
Half Face Respirator	\$38.00
Full Face Respirator	\$383.00
Defender Cartridges	\$40.00
Defender Cartridges with HEPA	\$42.00
Acid Gas Cartridges	\$25.00
Acid Gas Cartridges with HEPA	\$28.00
Air Bottles/SCBA(30 mins)	\$42.00
Air Bottles/Cascade	\$56.00
Cascade Air system(Regulator,manifold,lines) / Day	\$450.00
Confined Space Gear / Day	\$250.00

<b>Materials</b>	<b>Per Unit</b>
Cubic Yard Box (with pallet and liner)	\$150.00
110 gallon overpack	\$360.00
85 gallon overpack	\$285.00
55 gallon metal drum (open-head new)	\$120.00
55 gallon poly drum (open-head new)	\$110.00
55 gallon metal drum (closed-head new)	\$120.00
55 gallon poly drum (closed-head new)	\$110.00

30 gallon poly drum (open-head new)	\$105.00
30 gallon metal drum (closed-head new)	\$105.00
15 gallon poly drum (open-head)	\$85.00
5 gallon poly pail with lid	\$25.00
275 gallon poly tote new	\$500.00
Vermiculite / Bag	\$35.00
Oil Dry / Bag	\$22.00
5 gallon Bio Haz mailers (includes disposal)	\$265.00
Universal Pads (3/8" x 17" x 19") (100/bale) / Bale	\$165.00
Oil-only Pads (15" x 20") (125/bale) / Bale	\$135.00
Oil-only Pillows (12" x 12") (10/case) / Case	\$150.00
Oil-only Booms (5" x 10') (4/bale) / Bale	\$170.00
Oil-only Booms (8" x 10') (4/bale) / Bale	\$290.00
Oil Snare on a Rope (50/box) / Box	\$155.00
Unknown ID kit / Each Unknown	\$275.00
Drum Liner	\$8.00
Biocide (institution grade Bio-haz cleaner) / Gallon	\$50.00
Virex (TB Cleaner) / Gallon	\$70.00
Mercon-X / Gallon	\$120.00
Hand Tools	\$35.00

<b>Vehicles</b>	<b>Hourly Rate</b>
Pickup Truck/Car/Van **+	\$50.00
Stake Bed Truck **+	\$83.00
Box Truck with Liftgate **+	\$110.00
Tractor with Drum Trailer **+	\$120.00
Tractor with Tanker **+	\$135.00
Tractor with Flatbed **+	\$120.00
ER Trailer	\$125.00
Roll-off Truck **+	\$130.00
Vacuum Straight Truck **+	\$145.00
Vacuum Tractor Trailer **+	\$165.00
Vacuum Truck -Stainless Steel **+	\$200.00
Vactor Dumper **+	\$225.00
Super Sucker (power vac/guzzler) **+	\$250.00

\*\* Pricing not including decontamination fees

+ Pricing not including any applicable mileage fees

<b>Roll-Off Bins and Portable Tanks</b>	<b>Hourly Rate</b>
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Roll-Off Container (20-yd open-top)*	\$38.00
FRAC Tank (20,000 gallons)*	\$90.00

*\*Does not include decontamination fees, mobilization or demobilization fees*

<b>MISCELLANEOUS SUPPLIES</b>	
Digital Camera	No Charge
Cell Phones	No Charge
Drum Dolly	No Charge
Duct Tape	No Charge
Traffic Cones	No Charge
Manifest / Profiling Fee	No Charge
Labels/Placards	No Charge
Refreshments	No Charge
<b>Boats</b>	<b>Hourly Rate</b>
10-14 ft Workboat W/O Motor*	N/A
14-16 ft Workboat W/Motor*	\$57.00
17-20 ft Workboat W/Motor*	\$58.00
21-24 ft Workboat W/Motor*	\$135.00
25-35 ft Workboat W/Motor*	\$150.00
36-45 ft Command boat W/Twin Motors*	\$185.00
Air Boat*	N/A

*\* Does not include decontamination fee, delivery and pickup charges, fuel costs, or fuel surcharges.*

<b>Compressors, Generators, Pumps &amp; Hoses</b>	<b>Daily Rate</b>
Air Compressor(< 50 cfm w/100' hose)	\$175.00
Air Compressor( 50 -100 cfm w/100' hose)	\$300.00
Air Compressor( > 150 cfm w/100' hose)	\$425.00
Air Compressor Hose (per 50' length)	\$30.00
Generator (< 2,500 watt)	\$165.00
Generator (2,500 -5,000 watt)	\$250.00
Chemical Transfer hose (1") per 10' length*	\$71.00
Transfer hose (1") per 10' length*	\$22.00
Transfer hose (2") per 10' length*	\$29.00
Transfer hose (3") per 10' length*	\$44.00
Transfer hose (4") per 10' length*	\$60.00
Fire hose per 50' length*	\$36.00
Basement sump pump*	\$70.00
Centrifugal pump (1")*	\$200.00
Centrifugal pump (2")*	\$265.00
Manual Transfer pump*	\$105.00
Pneumatic chemical pump (1")*	\$500.00
Pneumatic pump (1")*	\$115.00

Pneumatic pump (2")*	\$235.00
Pneumatic pump (3")*	\$280.00
Submersible pump (1")*	\$135.00
Submersible pump (2")*	\$145.00
Submersible pump (3")*	\$210.00
Utility trash pump (2")*	\$140.00
Utility trash pump (3")*	\$185.00

\* Does not include decontamination fees

All fees are subject to E&I upcharge at the current rate for the month as determined by SRCL.

Any services, supplies, recycling/disposal, vehicles, or equipment not listed or sub-contracted in conjunction with the response will be invoiced at cost + 20%

### **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.

<b>Stericycle Energy Charge Table (prices per gallon)</b>		
<b>At</b>	<b>But</b>	<b>Surcharge</b>
<b>Lea</b>	<b>Tha</b>	<b>Less</b>
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 **\$521,000**, 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. 39<sup>th</sup> 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 **\$4,500**, 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 Youth 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 **\$24,500**, 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  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403**