

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

909



**FROM:** Purchasing and Fleet Services Dept.

**SUBMITTAL DATE:**  
May 19, 2009

**SUBJECT: APPROVAL OF THE AGREEMENT WITH STERICYCLE INC. TO PROVIDE BIO HAZARDOUS MEDICAL WASTE DISPOSAL FOR ALL OF RIVERSIDE COUNTY HEALTH AGENCIES, SHERIFF DEPT., & RIVERSIDE CO. REGIONAL MEDICAL CTR.**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the one-year professional service agreement with Stericycle Inc. for \$600,000 per year for all County Agencies, with an option to renew the agreement for four (4) additional one-year periods, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance 459.4, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

**BACKGROUND:** The County of Riverside is required to dispose of its medical waste sharps (needles, cutting tools, etc.) and all bio hazardous waste (medical tissues, microbial cultures, tissue cultures, laboratory containers, etc.) in a lawful manner. The County of Riverside Community Health Agency clinics, the Sheriff's Department Morgue, numerous Detention centers, and the Riverside County Regional Medical Center, produce a substantial amount of bio hazardous waste.

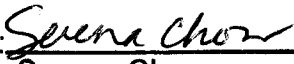
(Continued on Page 2)

  
ROBERT J. HOWDY SHELL, Director  
Purchasing and Fleet Services Dept.

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 600,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 250,000	Budget Adjustment:	No
	Annual Net County Cost:	\$ 250,000	For Fiscal Year:	FY 09/10

<b>SOURCE OF FUNDS:</b> General Fund & RCRM Enterprise Fund	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Serena Chow

**County Executive Office Signature**

Dep't Recomm.:  Consent  Policy  Policy

Per Exec. Ofc.:  Consent  Policy  Policy

3000 11/13 2110:11

**Prev. Agn. Ref.:** \_\_\_\_\_ **District:** \_\_\_\_\_ **Agenda Number:** \_\_\_\_\_

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.40**

FORM APPROVED BY COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS  
DATE \_\_\_\_\_  
Departmental Concurrence

**BOARD OF SUPERVISORS**

**FORM 11: APPROVAL OF THE AGREEMENT WITH STERICYCLE INC. TO PROVIDE  
BIO HAZARDOUS MEDICAL WASTE DISPOSAL FOR ALL OF RIVERSIDE  
COUNTY HEALTH AGENCIES, SHERIFF DEPT., & RIVERSIDE CO.  
REGIONAL MEDICAL CTR.**

**PAGE 2**

**PRICE REASONABLENESS**

Purchasing released a Request for Proposal #PUARC-1082, mailed solicitations to nine companies, and advertised on the County's Website. Three responses were received with annual costs ranging from \$600,000 to \$850,000. An evaluation team consisting of personnel from Purchasing, Community Health Agency, and the Sheriff's Department reviewed the proposals. The evaluation team reviewed and scored each proposal based on the bidder's fleet and management capability to service all of Riverside County, experience and certification with disposing of bio hazardous waste, overall responsiveness to the requirements of the scope of service, references, and the overall cost to the County. Stericycle Inc. is recommended as the lowest responsive/responsible vendor, submitting an annual cost that shall not exceed \$600,000. By combining all of these agencies into one contract, the County is able to obtain more favorable economies of scale and drive the costs associated with serving these agencies substantially lower than if bid separately.

**REVIEW/APPROVAL:** Purchasing and County Counsel concurs with this request.

**SERVICE AGREEMENT**

**for**

**BIOHAZARDOUS WASTE COLLECTION AND DISPOSAL**

**between**

**COUNTY OF RIVERSIDE**

**and**

**STERICYCLE**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services .....	3
2. Period of Performance .....	3
3. Compensation .....	3-4
4. Alteration or Changes to the Agreement .....	5
5. Termination.....	5-6
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	7
9. Independent Contractor .....	7
10. Subcontract for Work or Services.....	8
11. Disputes .....	8
12. Licensing and Permits .....	8
13. Use by Other Political Entities.....	8-9
14. Non-Discrimination .....	9
15. Records and Documents .....	9
16. Confidentiality .....	9-10
17. Administration/Contract Liaison .....	10
18. Notices .....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements .....	10-11
21. Hold Harmless/Indemnification.....	11
22. Insurance .....	12-14
23. General .....	14-15
Exhibit A-Scope of Service.....	16-17
Exhibit B- Payment Provisions .....	18
Attachment I-HIPAA Business Associate Attachment to the Agreement.....	19-25

This Agreement, made and entered into this 1<sup>st</sup> day of June, 2009, by and between STERICYCLE (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two (2) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page and Attachment I, consisting of seven (7) pages.

**1.2** CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2013, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed seven hundred thousand dollars (\$700,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Various County Agencies and Departments

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number HSARC-94893-005-06/10 quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

**4. Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may terminate this agreement with cause upon 30 days written notice served upon CONTRACTOR stating the extent and effective date of termination. In the event of breach of any provision of this agreement, the non-breaching party shall notify the breaching party in writing of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within thirty (30) days of such notice, the non-breaching party may immediately terminate this Agreement on written notice to the breaching party.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside

County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The

CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY  
Attn, Contract Administration  
4065 COUNTY CIRCLE DR  
RIVERSIDE CA 92503

**CONTRACTOR**

STERICYCLE INC.  
ATTN: REGIONAL SALES MANAGER  
2775 E. 26<sup>TH</sup> ST  
VERNON CA 90023

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or

certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

**21.2** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

**22. Insurance**

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

**22.1 Workers' Compensation**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**22.2 Commercial General Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.3 Vehicle Liability**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**22.5 General Insurance Provisions - All lines**

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are

waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the

equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

### **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY  
4065 COUNTY CIRCLE DR  
RIVERSIDE CA 92503

**CONTRACTOR:**

STERICYCLE INC.  
2333 WAUKEGAN RD  
BANNOCKBURN, IL 60015

Signature: \_\_\_\_\_

Signature: *Douglas M. Young*

Print Name: Jeff Stone

Print Name: Douglas M. Young

Title: Chairman, Board of Supervisors

Title: Major Account Executive

Dated: \_\_\_\_\_ FORM APPROVED COUNTY COUNSEL Dated: 5/13/09

**EXHIBIT A  
SCOPE OF SERVICE**

- 1.0 CONTRACTOR shall collect, transport, treat and dispose of all Biohazardous Waste as defined in the California Health and Safety Code Section 117630 including all Sharps waste as defined in Section 117755 of the California Health and Safety Code.
- 2.0 CONTRACTOR shall dispose of all waste by the numerous COUNTY health agency clinics, including but not limited to the Riverside County Regional Medical Center; Sheriff's Detention center(s), County Morgue(s), or other COUNTY locations as required.
- 3.0 "Biohazardous Waste" means contaminated sharps, hypodermic needles, syringes, microbial cultures, tissue cultures, laboratory containers and slides that meet the definition of regulated medical waste under 29 CFR 72.3 1910.1030 or 49 CFR 173.134 and infectious substances arising from those agents listed under 42 CFR 72.3 as well as Trace Chemotherapy Waste and Pathological Waste.
- 4.0 "Trace Chemotherapy Waste" is defined as discarded items which have been contaminated by chemotherapeutic cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be "empty" as defined in applicable federal, state, county or municipal laws, regulations and guidelines.
- 5.0 CONTRACTOR shall pick up and dispose "Non-Hazardous" Pharmaceutical Waste.
- 6.0 CONTRACTOR shall provide Biohazardous waste containers in the size and quantity required by each COUNTY agency. Containers will include, but not be limited to: Bio-hazardous Waste, pathological waste, trace chemotherapy waste, "non-hazardous" Pharmaceutical waste containers.
- 7.0 CONTRACTOR shall develop a plan to provide service to each location of the COUNTY on a regular basis as required by each COUNTY agency. CONTRACTOR will provide substantial amounts of additional containers to any or all COUNTY locations within a twenty-four hour period if the COUNTY declares an emergency at no additional cost to the COUNTY.
- 8.0 CONTRACTOR will work with each COUNTY agency to determine the quantity, location of each container and size of containers required.
- 9.0 CONTRACTOR will not use any subcontractors to handle or transport any biomedical waste prior to treatment. CONTRACTOR will transport all biomedical waste to their treatment facility where it must be treated in accordance with Chapter 8 of the California Medical Waste Management Act (commencing with Section 118215).
- 10.0 CONTRACTOR will supply "Certificate of Disposal" of all Biohazardous Waste and provide a monthly report on a shipping manifest (or form identified as "Certificate of Disposal") to each COUNTY agency as required.
- 11.0 CONTRACTOR shall be solely responsible for the treatment and disposal of all Biohazardous Waste, sharps waste, non-hazardous pharmaceutical waste, and trace chemotherapy containers including destruction of HIPAA information commingled in Biohazardous Waste bags from the time

the waste leaves the COUNTY location to final disposal. CONTRACTOR shall be solely responsible for any costs associated with subsequent fines, penalties, and legal cost for improper treatment or un-treated bio hazardous waste, sharps waste, non-hazardous pharmaceutical waste, and or identifiable HIPAA waste being discovered at any point before or after treatment including solid waste landfills and transfer stations after the CONTRACTOR has taken possession of the waste and removed it from the COUNTY's property.

- 12.0 Should the CONTRACTOR use a solid waste facility in the County of Riverside for the disposal of treated medical waste or Sharps waste or uses a solid waste transfer station that delivers solid waste to a solid waste facility in the County of Riverside for the disposal of treated medical waste or sharps waste, the CONTRACTOR must comply with the medical waste acceptance policies of the Riverside County Waste Management Department. The Waste Acceptance Policies and required forms may be found at [www.rivcowm.org](http://www.rivcowm.org). Riverside County Ordinance 779 also applies.
- 13.0 CONTRACTOR agrees to work with any existing vendor for a minimum of 60 days to ensure a smooth transition of service (if deemed necessary by the COUNTY).
- 14.0 CONTRACTOR agrees that any of its employees that will service the Riverside County Regional Medical Center or other COUNTY agencies, must have all required training and certification for the handling of untreated Biohazardous Waste as required by State and Federal Law.

**EXHIBIT B  
PAYMENT PROVISIONS**

The COUNTY agrees to pay the CONTRACTOR the rates noted below, during the first year of the contract as identified in Section 2.1 Period of Performance of the Agreement. Pricing for this service is broken down into COUNTY Regions located in four geographical regions as noted:

**Region #1 Northwest: Metro Riverside, Corona, and Moreno Valley**

**Region #2 Southwest: Temecula, Murrieta, and Lake Elsinore**

**Region #3 Central: Hemet, Idyllwild and Perris**

**Region #4 Eastern: Banning, Blythe, Indio and Palm Springs.**

Description	Price Region 1	Price Region 2	Price Region 3	Price Region 4
<b>Minimum Pick Up Fee</b>	\$55.00 Minimum	\$55.00 Minimum	\$55.00 Minimum	\$55.00 Minimum
<b>Biohazardous Waste/Lb</b>	\$0.185/Lb	\$0.185/Lb	\$0.185/Lb	\$0.185/Lb
<b>Pathological Waste/Lb</b>	\$0.65/Lb	\$0.65/Lb	\$0.65/Lb	\$0.65/Lb
<b>Trace Chemotherapy/Lb</b>	\$0.65/Lb	\$0.65/Lb	\$0.65/Lb	\$0.65/Lb
<b>Pharmaceutical Waste/Lb</b>	\$0.65/Lb	\$0.65/Lb	\$0.65/Lb	\$0.65/Lb
<b>Infectious Waste/Lb</b>	\$0.185/Lb	\$0.185/Lb	\$0.185/Lb	\$0.185/Lb

**Billing Information:** Invoices will be submitted to the requesting agency at completion of each service. CONTRACTOR will not combine invoices per route, but will submit an invoice per facility serviced.

**Rates:** CONTRACTOR will charge the minimum pick up fee per location. Subtracted from the minimum pick up fee is the aggregate per pound fees picked up at each location. The minimum pick up fee is eliminated once the combined fees per pound reach and exceed \$55.00. There shall not be a fuel surcharge for the duration of this Agreement.

The translation of Lb is "Pound".