

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



ITEM: 3.28  
(ID # 12761)

**MEETING DATE:**

Tuesday, June 30, 2020

**FROM:** PURCHASING AND FLEET SERVICES:

**SUBJECT:** PURCHASING & FLEET SERVICES: Approval of Amendment No. 2 to the Service Agreement with MediWaste Disposal, LLC for Countywide Bio-Hazardous Waste Removal and Disposal for two years, All Districts, [Total Cost \$632,000; \$316,000 annually, up to \$31,600 in additional compensation] 100% Departments' Budgets

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

1. Approve Amendment No. 2 to the Service Agreement with MediWaste Disposal, LLC for Bio-Hazardous Waste Removal and Disposal to extend the period of performance for an additional two years, effective July 1, 2020 through June 30, 2022, and add a new scope of service effective July 1, 2020, with no change in the original annual maximum contract amount of \$316,000, and authorize the Chairman of the Board to sign the amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that make modifications to the scope of services that stay within the intent of the Agreement and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement.

**ACTION:**

  
Teresa Summers, Director of Purchasing 6/23/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 30, 2020  
xc: Purchasing

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 316,000	\$ 316,000	\$ 632,000	\$ .0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Departments' Budgets</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21-21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This Board action requests approval of Amendment No. 2 to the Service Agreement with MediWaste Disposal, LLC for Bio-Hazardous Waste Removal and Disposal to extend the period of performance for an additional two years effective July 1, 2020 through June 30, 2022 and add a new scope of service effective July 1, 2020 to include additional pickup sites, updated pick-up schedules, and additional bio-hazardous waste container sizes.

As defined in the California Health and Safety Code Sections 117630 and 117755, the county requires a biohazard company to collect, transport, treat and dispose of the bio-hazardous waste that is generated by the county's hospital and clinics. Biomedical waste is defined as contaminated sharps, hypodermic needles, syringes, microbial cultures, tissue cultures, laboratory containers, and slides that meet the definition of regulated medical waste under U.S. Department of Labor Regulations Standards CFR 1910.1030 blood borne pathogens, CFR 49.173.134 transportation, and 42 CFR 72.3 transportation of materials containing certain etiologic agents, as well as trace chemotherapy waste. 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, pathological waste.

**Impact on Residents and Businesses**

There is no direct impact on citizens or businesses in the County of Riverside.

**Additional Fiscal Information**

The contract amount is based on annual expenses of Bio-Hazardous Waste Removal and Disposal Services used by county departments. Following is a list of the departments that utilize the contracted services and the percentages of the total annual spend:

RUHS	77.61%	Detention Health	4.08%
Clinics	8.30%	Mental Health	2.99%
Sheriff	4.77%	Animal Control, Fire	2.25%



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& Emergency Services

The annual amount of the contract has not changed and is still sufficient to meet the needs of the user departments.

**Contract History and Price Reasonableness**

The Purchasing Department on behalf of the county departments issued a bid Request for Quote (RFQ) PUARC-1383 on Purchasing's website for Bio-Hazardous Waste Removal and Disposal Services. MediWaste Disposal, LLC was the lowest responsive and responsible bidder. On September 22, 2015, agenda item 3-21, the Board of Supervisors approved a five-year contract with MediWaste Disposal LLC, for the term of September 22, 2015 through June 30, 2020. Amendment No. 1 was executed by Purchasing on October 10, 2019, for an allowable compensation increase as per the terms of the agreement.

This Amendment No. 2 will extend the period of performance from July 1, 2020 through June 30, 2022 and add the new scope of service to include additional pickup sites, updated pick-up schedules, and additional bio-hazardous waste container sizes effective July 1, 2020. The Purchasing Department will be seeking qualified firms to compete for Bio-Hazardous Waste Removal and Disposal Services in the next 12-18 months and will return to the Board for approval of an award.

**ATTACHMENTS:** AMENDMENT NO. 2 TO THE SERVICE AGREEMENT FOR BIO-HAZARDOUS WASTE REMOVAL AND DISPOSAL BETWEEN COUNTY OF RIVERSIDE AND MEDIWASTE DISPOSAL, LLC

  
Douglas Cordonez Jr. 6/23/2020

  
Gregory F. Priamos, Director County Counsel 6/23/2020

  
Cynthia M. Gurzel, Chief Deputy County Counsel 6/23/2020

  
Gregory F. Priamos, Director County Counsel 6/23/2020

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Original Period of Performance:	9/22/2015 through 6/30/2020
Period of Performance Extended To:	6/30/2022
Annual Maximum Contract Amount:	\$316,000
Contract ID:	RIVCO-94893-001-01/20

This Amendment No. 2 to the Service Agreement for Bio-Hazardous Waste Removal and Disposal (herein referred to as "Amendment No. 2") is made and entered into by and between the **County of Riverside**, a political subdivision of the State of California, (herein referred to as "COUNTY"), and **MediWaste Disposal, LLC**, a California limited liability company, (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

**WHEREAS**, COUNTY and CONTRACTOR entered into that certain Service Agreement for Bio-Hazardous Waste Removal and Disposal, approved and effective September 22, 2015, Agenda Item 3-21, (herein referred to as "Agreement"); and

**WHEREAS**, COUNTY and CONTRACTOR entered into that certain Amendment No. 1 to the Agreement, executed October 10, 2019 and effective October 1, 2019, to delete Exhibit B, Payment Provisions, in its entirety and replace it with Exhibit B-1, Payment Provisions, (herein referred to as "Amendment No. 1"); and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the period of performance and add a new scope of service effective July 1, 2020;

**NOW THEREFORE**, the Parties agree as follows:

1. **Period of Performance.** The first sentence of Subsection 2.1 of Section 2. Period of Performance is hereby amended to extend the period of performance for two (2) additional years commencing on July 1, 2020 and continuing in effect through June 30, 2022, as follows:

"This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2022, unless terminated earlier."

2. **Exhibit A-1.** Exhibit A-1, Scope of Service, is hereby added to the Agreement to add a new scope of service effective July 1, 2020 as attached hereto and incorporated herein. All references in the Agreement to Exhibit A shall also include reference to Exhibit A-1.
3. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
4. **Effective Date.** This Amendment No. 2 to the Agreement shall become effective upon signature of both Parties or July 1, 2020, whichever should come first.



AMENDMENT NO. 2 TO THE  
SERVICE AGREEMENT FOR BIO-HAZARDOUS WASTE REMOVAL AND DISPOSAL  
BETWEEN COUNTY OF RIVERSIDE AND MEDIWASTE DISPOSAL, LLC

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized  
representatives to execute this Amendment No. 2.

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By: \_\_\_\_\_

V. Manuel Perez  
Chairman, Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:

Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_

Danielle Maland  
Deputy County Counsel

Dated: \_\_\_\_\_

**MEDIWASTE DISPOSAL, LLC**, a  
California limited liability company

By:  \_\_\_\_\_

Ryan Oganessian  
President

Dated: 6/18/2020

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized  
representatives to execute this Amendment No. 2.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

By: V. Manuel Perez  
V. Manuel Perez  
Chairman, Board of Supervisors

Dated: JUN 30 2020

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: [Signature]  
Danielle Maland  
Deputy County Counsel

Dated: 6/23/20

MEDIWASTE DISPOSAL, LLC, a  
California limited liability company

By: [Signature]  
Ryan Oganesian  
President

Dated: 6/18/2020



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Exhibit A-1  
Scope of Service

Effective July 1, 2020:

1. The CONTRACTOR shall supply, collect, transport, treat, and dispose of all Bio-Hazardous Waste as defined in the California Health and Safety Code section 117630 and Sharps Waste as defined in section 117755 and generated by the following departments: Animal Services, Riverside University Health System Community Health Clinics (“Clinic(s)”), Emergency Management (“EMD”), Fire, Riverside University Health System Medical Center (“Hospital”), Riverside University Health System Behavioral Health (“Mental Health”), Probation, Riverside University Health System Public Health (“Public Health”), and Sherriff. “Biomedical 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 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. “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, Pathological Waste.
2. The CONTRACTOR shall supply the departments with the appropriate quantity of reusable 43 gallon bio-hazardous waste containers, 43-gallon pathological containers, and 17 and 43-gallon trace chemotherapy containers on site at all times (listed below and subject to change). These containers are to be properly labeled with bio-hazard labels and covered.
3. Clinics – The CONTRACTOR shall supply the Clinics with the following:
  - a) 43 Gallon bio-hazardous containers, most Clinics receive one, but more if necessary.
  - b) 43 Gallon Pathological Containers, one per Clinic.
  - c) 17 and 43 Gallon Trace Chemotherapy containers, one per Clinic.
4. In the event of an emergency, both the Hospital and Clinics may require a substantial amount of additional containers to be delivered within a twenty-four hour period. The CONTRACTOR must be able to pick-up no-less than one hundred containers and replace them immediately. Location of the containers will be in the Bio-Hazardous Containment Area, adjacent to the Loading Dock at Hospital and various Clinic locations that will be provided.
5. The CONTRACTOR will be solely responsible for the bio-hazardous waste picked up from the Hospital and is prohibited from using sub-contractors for the handling and transportation of biomedical waste prior to treatment. The CONTRACTOR must



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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).

6. The CONTRACTOR must supply "Certificate of Disposal" of all Bio-Hazardous Waste and provide a monthly report on all shipping manifests.
7. The CONTRACTOR will be solely responsible for the proper treatment and disposal of all bio-hazardous waste; sharps waste and trace chemotherapy containers including the destruction of HIPAA information comingled in bio-hazardous waste bags from the time the waste leaves the Hospital to final disposal. The CONTRACTOR shall be solely responsible for any cost associated with subsequent fines, penalties and legal cost for improper treatment or un-treated bio-hazardous waste, sharps 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 property.
8. The CONTRACTOR must have all proper permits and licenses for transporting and disposing of Bio-Hazardous Waste as required by State and Federal Law.
9. If the CONTRACTOR uses a solid waste facility in Riverside County 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 Riverside County 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 (visit [www.countyofriverside.us](http://www.countyofriverside.us) select Board of Supervisors meetings, then County Ordinances).
10. The CONTRACTOR's employees used to service the county must have all required training and certification for the handling of untreated bio hazardous waste as required by State and Federal Law.
11. The CONTRACTOR, in the event of a new awarded supplier, shall work with the new supplier for a minimum of 60 days to ensure a smooth transition of service.
12. Hospital - Reusable Sharp Management Exchange Program
  - 12.1 CONTRACTOR will provide reusable sharp containers in various sizes appropriate for the location.
  - 12.2 Two times per week (Monday and Friday) CONTRACTOR shall provide an employee to go through the different units in the Hospital and exchange the sharp containers from ALL patient rooms, nursing stations, med rooms, pharmacies, laboratories, Hospital based clinics, and emergency department. CONTRACTOR shall provides recyclable sharp containers and exchange carts.



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12.3 In addition to Monday and Friday, on Wednesday of every week, CONTRACTOR will replace all sharps containers at the ICU, PCU, Emergency Department and Laboratory Stations.

12.4 CONTRACTOR will remove all full sharp containers before the end of the day the sharp containers are serviced, or provide the Hospital with a container to store them according to the Department of Public Health and Joint Commission requirements.

13. Locations and Pickup Schedule for County Facilities to be serviced per this Agreement:

	<b>Dept</b>	<b>Location</b>	<b>Container Type</b>	<b>Pickup Schedules</b>
1	Animal Svcs	Dept of Animal Services 6851 Van Buren Blvd Jurupa Valley, CA 92509	Bio 43gal Rx 43gal	Once a week
2	Clinic	Banning Family Care Center 2813 S. Main Street Banning, CA 92220	unknown	Once a week
3	Clinic	Corona Family Care Center 505 S. Buena Vista Ave Corona, CA 92882	unknown	Once a week
4	Clinic	Hemet Family Care Center 880 N. State Street Hemet, CA 92543	unknown	Once a week
5	Clinic	Indio Family Care Center 47-923 Oasis Street Indio, CA 92201	unknown	Once a week
6	Clinic	Jurupa Valley Community Health Center 8876 Mission Blvd Riverside, CA 92509	unknown	Once a week
7	Clinic	Lake Elsinore Family Care Center 2499 E. Lake Shore Dr, Ste B Lake Elsinore, CA 92530	unknown	Once a week
8	Clinic	Palm Springs Family Care Center 1515 N. Sunrise Way Palm Springs, CA 92262	unknown	Once a week
9	Clinic	Perris Family Care Center 308 E. San Jacinto Ave Perris, CA 92570	unknown	Once a week



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	<b>Dept</b>	<b>Location</b>	<b>Container Type</b>	<b>Pickup Schedules</b>
10	Clinic	Riverside Neighborhood Health Center 7140 Indiana Ave Riverside, CA 92504	unknown	Once a week
11	Clinic	Rubidoux Family Care Center 5256 Mission Blvd Jurupa Valley, CA 92509	unknown	Once a week
12	Clinic	Perris Valley Community Health Center 450 San Jacinto Ave Perris, CA 92570	unknown	Once a week
13	Clinic	Moreno Valley Community Health Center 23520 Cactus Ave Moreno Valley, CA 92553	unknown	Once a week
14	EMD	Dept of Public Health Warehouse 14539 Innovation Dr Riverside, CA 92518	Rx 43gal	3 to 4 times a year as needed
15	Fire	Ben Clark Training Center 16902 Bundy Ave Riverside, CA 92508	Bio 43gal Rx 43gal	Once a month
16	Hospital	Riverside County Regional Medical Center 26520 Cactus Ave. Moreno Valley, CA 92555	Bio 43gal Path 43gal Rx 17, 43gal TC 17 & 43gal Sh 2.5, 10 & 17gal	Weekly Tuesday & Friday Emergency Room Only- Monday, Tuesday & Friday
17	Hospital	Medical Surgical Center 26660 Cactus Ave Moreno Valley, CA 92555	unknown, new building	Weekly
18	Hospital	Inpatient Treatment Facility 9990 County Farm Rd. Riverside, CA 92503		Once a week
19	Mental Health	Mental Health 68-625 Perez Road, Ste 11 Cathedral City, CA 92234	Bio 43gal	On Call as required
20	Mental Health	Mental Health 19531 McLane Street, Ste B Palm Springs, CA 92263	Bio 43gal	Once a week



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	<b>Dept</b>	<b>Location</b>	<b>Container Type</b>	<b>Pickup Schedules</b>
21	Mental Health	Mental Health 10182 Indiana Ave Riverside, CA 92503	Bio 43gal	Once a week
22	Mental Health	Mental Health 650 N. State Street Hemet, CA 92543	Bio 43gal	Once a week
23	Mental Health	Mental Health 1330 W. Ramsey Street Banning, CA 92220	Bio 43gal	Every 55 Days
24	Mental Health	Mental Health 769 W. Blaine Street, Ste B Riverside, CA 92507	Bio 43gal	Every 83 Days
25	Mental Health	Mental Health 47-825 Oasis Street Indio, CA 92201	Bio 43gal	Every 83 Days
26	Mental Health	Mental Health 1688 N. Perris Blvd, Ste L7-L11 Perris, CA 92571	Bio 43gal	Every 83 Days
27	Mental Health	Mental Health 41002 County Center Dr., Ste 320 Temecula, CA 92591	Bio 43gal	Every 83 Days
28	Mental Health	Mental Health 629 N. Main Street, Ste C-3 Corona, CA 92880	Bio 31gal	Every 83 Days
29	Mental Health	Mental Health 1297 W. Hobsonway Blythe, CA 92225	Bio 43gal	Every 83 Days
30	Mental Health	Mental Health 1827 Atlanta Ave., Ste D3 Riverside, CA 92507	Bio 43gal	Every 83 Days
31	Mental Health	Mental Health 771 Blaine Street, Ste C Riverside, CA 92507	Bio 43gal	Every 83 Days
32	Mental Health	Mental Health 3801 University Ave, Ste 3 Riverside, CA 92501	Bio 43gal	Every 83 Days
33	Mental Health	Mental Health 9990 County Farm Rd, Ste 5 Riverside, CA 92503	Bio 31gal	Every 83 Days
34	Mental Health	Mental Health 1370 S. State Street, Ste B San Jacinto, CA 92583	Bio 43gal	Every 110 Days

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	<b>Dept</b>	<b>Location</b>	<b>Container Type</b>	<b>Pickup Schedules</b>
35	Mental Health	Dept of Behavioral Health 4065 County Circle Dr., Room 229 Riverside, CA 92503	Bio 43gal	Every Two Months
36	Probation	Indio Juvenile Hall 47665 Oasis St Indio, CA	Bio 43gal	As Needed
37	Probation	Youth Treatment Education Center (YTEC) 10000 County Farm Rd Riverside, CA	Bio 43gal Rx 43gal	
38	Public Health	Dept of Public Health Laboratory 4065 County Circle Dr, Room 106 Riverside, CA 92503	Bio 31gal	<b>Sharps:</b> Every 28 days
39	Sheriff	Coroner East Bureau 47-255 Oasis Street Indio, CA 92201	Bio 43gal Path 43gal	Every Wed
40	Sheriff	Coroner West Bureau 800 S. Redlands Ave Perris, CA 92570	Bio 43gal Path 43gal Rx 43gal	Every Thurs
41	Sheriff	Sheriff Palm Desert Station 73705 Gerald Ford Dr Palm Desert, CA	Bio 43gal	As Needed
42	Sheriff	Sheriff Lake Elsinore Station 333 W. Limited St Lake Elsinore, CA	Bio 43gal	Every 6 weeks
43	Sheriff	Sheriff Thermal Station 86625 Airport Blvd Thermal, CA	Bio 31gal	Every 4 weeks
44	Sheriff	Sheriff Perris Station 137 N. Perris Blvd #A Perris, CA	Bio 43gal	Every 4 weeks
45	Sheriff	Sheriff Southwest Station 30755 Auld Rd, Bldg A Murrieta, CA	Bio 43gal	Tuesday Every 4 weeks
46	Sheriff	Larry D. Smith Correctional Facility 1627 S. Hargrave St Banning, CA	Bio 43gal Path 43gal Rx 43gal	Every 2 weeks
47	Sheriff	Robert Presley Detention Center 4000 Orange St Riverside, CA 92501	Bio 43gal Rx 2, 20 & 43gal	Every Thursday



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	<b>Dept</b>	<b>Location</b>	<b>Container Type</b>	<b>Pickup Schedules</b>
48	Sheriff	Blythe Jail 260 N. Spring St Blythe, CA	Bio 43gal	As Needed
49	Sheriff	Jurupa Valley Sheriff Station 7477 Mission Blvd Riverside, CA	Bio 43gal	Every 4 weeks
50	Sheriff	Sheriff Thermal Forensic Services 86625 Aiport Blvd, #B Thermal, CA	Bio 43gal	Every 4 weeks
51	Sheriff	Sheriff Perris Forensic Services 137 N. Perris Blvd, Bldg B Perris, CA	Bio 43gal	Every 4 weeks
52	Sheriff	Cois Byrd Detention Center 30755 Auld Rd, Bldg B Murrieta, CA	Bio 43gal Rx 43gal	Every Wednesday
53	Sheriff	Sheriff Hemet Station 43950 Acacia Ave, #B Hemet, CA	Bio 31 & 43gal	Every 4 weeks
54	Sheriff	Indio Adult Jail 47665 Oasis St Indio, CA	Bio 43gal	As Needed

Legend      Bio = Biohazard  
                  Rx = Pharmaceutical  
                  Sh = Reusable Sharps

Path =  
 Pathology  
 TC = Trace Chemo