

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated October 22, 2024 and is between MediWaste Disposal LLC., a California limited liability company ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

1. The County requires professional medical waste transport and disposal services including labor, equipment, containers that are appropriately sanitized, disinfected and labeled, supplies, materials, labels, shipping containers and boxes, plastic bags, transportation and supervision required to provide pick-up, transport and treatment of biohazardous waste from various County of Fresno facilities.

2. The County issued a Request for Quotation No. 24-068 and Addendum One (collectively, RFQ) which contained specific detailed compliance specifications as well as a comprehensive quotation schedule.

3. The bid was awarded to Contractor, which met County's minimum compliance specifications and was determined to be the most responsive, responsible bidder whose quotation has been determined to be the most advantageous to the County.

4. The Contractor represents that it can provide these services in accordance with the terms of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 Contractor shall provide the services at the Juvenile Justice Campus (“JJC”), the Coroner’s Office, and other County facilities. Contractor shall not have any right to control or exclusively possess all or any portion of any County facility, including the JJC or the Coroner’s Office, and at any time, authorized County staff may enter all County facilities, including the JJC and the Coroner’s Office, where Contractor is performing services.

Article 2

County’s Responsibilities

2.1 In consideration of services satisfactorily provided pursuant to Article 1, “Obligations of the Contractor”, of this Agreement, County shall compensate Contractor pursuant to Article 3 of this Agreement, entitled “Compensation, Invoices, and Payments”.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement, titled “Compensation.”

3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement shall not exceed six hundred thousand dollars (\$600,000) from July 29, 2024, to June 28, 2027. The maximum compensation payable to the Contractor under this Agreement shall not exceed two hundred thousand dollars (\$200,000) for each twelve (12) month extension pursuant to Article 4 of this Agreement, entitled “Term of Agreement”. In no event shall compensation paid for services performed exceed one million dollars (\$1,000,000) during the term of this Agreement, inclusive of the optional extension periods. The Contractor acknowledges that the County is a local government entity, and does so with notice that the County’s powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to

1 the maximum amount payable under this section. The Contractor further acknowledges that
2 County employees have no authority to pay the Contractor except as expressly provided in this
3 Agreement. It is understood that all expenses, including by not limited to, payment of permits,
4 fees, and sales taxes, incidental to Contractor's performance of services under this Agreement
5 shall be borne by Contractor.

6 **3.3 Invoices.** The Contractor shall submit monthly invoices electronically and shall
7 reference the provided agreement number and reference location serviced. Invoices for the
8 Sheriff's Office should be emailed to Sheriff.Payables@fresnosheriff.org for all Sheriff Office
9 locations. The address to be listed on the Sheriff's Office invoice shall be Fresno County
10 Sheriff's Office, Attn: Business Office- Accounts Payable, 2200 Fresno Street., Fresno CA
11 93721 and physical address serviced shall be referenced on the invoice. Invoices for the
12 Department of Public Health shall be emailed to dphboap@fresnocountyca.gov. The address to
13 be listed on these invoices shall be Department of Public Health, P.O. 11867, Fresno, CA 93775
14 and physical address serviced shall be referenced on the invoice. Invoices for Department of
15 Behavioral Health shall be emailed to dbhfacilities@fresnocountyca.gov and to [dbh-](mailto:dbh-invoices@fresnocountyca.gov)
16 invoices@fresnocountyca.gov. The address on these invoices shall be Department of
17 Behavioral Health, 1925 E. Dakota Ave, Fresno, CA 93726 and the physical service address
18 shall be referenced on the invoice. Invoices for the Department of Social Services shall be
19 emailed to DSSFaciesandSafety@fresnocountyca.gov. The address on these invoices shall be
20 Department of Social Services, County of Fresno, P.O. Box 1912, Fresno, CA 93775 and the
21 physical address serviced shall be referenced on every invoice. Invoices for the Fresno County
22 Probation Department shall be emailed to probationinvoices@fresnocountyca.gov and
23 probationcontracts@fresnocountyca.gov. The address to be listed on these invoices shall be
24 Fresno County Probation Department, 3333 E. American. Bldg. 701, Suite B, Fresno CA, 93725
25 and the physical address serviced shall be referenced on each invoice. The Contractor shall
26 submit each invoice within 60 days after the month in which the Contractor performs services
27 and in any case within 60 days after the end of the term or termination of this Agreement.
28

3.4 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective retroactive to July 29, 2024 and terminates on July 28, 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Sheriff or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Sheriff
County of Fresno
2200 Fresno Street
Fresno, CA 93721
sheriff.payables@fresnosheriff.org

Director of Department of Public Health
County of Fresno
P.O. BOX 11867
dphboap@fresnocountyca.gov

Director of Department of Behavior Health

County of Fresno
1925 E. Dakota Ave.
Fresno, CA 93726
dbhfacilities@frsnocountyca.gov

Director of Department of Social Services
County of Fresno
P.O. Box 1912
Fresno, CA 93718-1912
DSSFaciesandSafety@fresnocountyca.gov

Chief Probation Officer
Probation Department
3333 E American Ave., Bldg. 701, Suite B
Fresno, CA 93725
probationcontracts@fresnocountyca.gov

For the Contractor:
MediWaste Disposal, LLC
Lorraine Sanchez, GM
235 Deininger Circle
Corona, CA 92878
lorraine@medi-waste.com

5.2 Change of Contact Information. Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 Method of Delivery. Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;

- (3) Submitted a substantially incorrect or incomplete report to the County; or
(4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 Survival. This Article 8 survives the termination or expiration of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement.

3 **10.3 Public Records.** The County is not limited in any manner with respect to its public
4 disclosure of this Agreement or any record or data that the Contractor may provide to the
5 County. The County's public disclosure of this Agreement or any record or data that the
6 Contractor may provide to the County may include but is not limited to the following:

7 (A) The County may voluntarily, or upon request by any member of the public or
8 governmental agency, disclose this Agreement to the public or such governmental
9 agency.

10 (B) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose to the public or such governmental agency any record or
12 data that the Contractor may provide to the County, unless such disclosure is prohibited
13 by court order.

14 (C) This Agreement, and any record or data that the Contractor may provide to the
15 County, is subject to public disclosure under the Ralph M. Brown Act (California
16 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

17 (D) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as a public record under the California Public
19 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
20 with section 7920.000) ("CPRA").

21 (E) This Agreement, and any record or data that the Contractor may provide to the
22 County, is subject to public disclosure as information concerning the conduct of the
23 people's business of the State of California under California Constitution, Article 1,
24 section 3, subdivision (b).

25 (F) Any marking of confidentiality or restricted access upon or otherwise made with
26 respect to any record or data that the Contractor may provide to the County shall be
27 disregarded and have no effect on the County's right or duty to disclose to the public or
28 governmental agency any such record or data.

10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a

1 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to
2 the County before commencing the transaction or immediately after.

3 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
4 a party and in which one or more of its directors, as an individual, has a material financial
5 interest.

6 **Article 12**

7 **General Terms**

8 12.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed
10 by both parties. The Contractor acknowledges that County employees have no authority to
11 modify this Agreement except as expressly provided in this Agreement.

12 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
13 under this Agreement without the prior written consent of the other party.

14 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
15 or related to this Agreement.

16 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
17 County, California. Contractor consents to California jurisdiction for actions arising from or
18 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
19 brought and maintained in Fresno County.

20 12.5 **Consistent Federal Income Tax Position.** Contractor acknowledges that the JJC
21 and the Coroner’s Office facilities referred to herein have been acquired, constructed, and/or
22 improved using net proceeds of governmental tax-exempt bonds (“Bond-Financed Facilities”).
23 Contractor agrees that, with respect to this Agreement and the Bond Financed Facilities,
24 Contractor is not entitled to take, and shall not take, any position (also known as a “tax
25 position”) with the Internal Revenue Service (“IRS”) that is inconsistent with being a “service
26 provider” to the County, as a “qualified user” with respect to the Bond Financed Facilities, as
27 “managed property,” as all of those terms are used in Internal Revenue Service Revenue
28 Procedure 2017-13, and to that end, for example, and not as a limitation, Contractor agrees that

Contractor shall not, in connection with any federal income tax return that it files with the IRS or any other statement or information that it provides to the IRS, (a) claim ownership, or that Contractor is a lessee, of any portion of the Bond Financed Facility, or (b) claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facilities.

12.6 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12.7 **Days.** Unless otherwise specified, "days" means calendar days.

12.8 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

12.9 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

12.10 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

12.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

1 12.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the Contractor and the County with respect to the subject matter of this Agreement,
3 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
8 exhibits.

9 12.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
10 create any rights or obligations for any person or entity except for the parties.

11 12.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

12 (A) The Contractor is duly authorized and empowered to sign and perform its
13 obligations under this Agreement.

14 (B) The individual signing this Agreement on behalf of the Contractor is duly
15 authorized to do so and his or her signature on this Agreement legally binds the
16 Contractor to the terms of this Agreement.

17 12.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
18 electronic signature as provided in this section.

19 (A) An "electronic signature" means any symbol or process intended by an individual
20 signing this Agreement to represent their signature, including but not limited to (1) a
21 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
22 electronically scanned and transmitted (for example by PDF document) version of an
23 original handwritten signature.

24 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
25 equivalent to a valid original handwritten signature of the person signing this Agreement
26 for all purposes, including but not limited to evidentiary proof in any administrative or
27 judicial proceeding, and (2) has the same force and effect as the valid original
28 handwritten signature of that person.

1 (C) The provisions of this section satisfy the requirements of Civil Code section
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
3 Part 2, Title 2.5, beginning with section 1633.1).

4 (D) Each party using a digital signature represents that it has undertaken and
5 satisfied the requirements of Government Code section 16.5, subdivision (a),
6 paragraphs (1) through (5), and agrees that each other party may rely upon that
7 representation.

8 (E) This Agreement is not conditioned upon the parties conducting the transactions
9 under it by electronic means and either party may sign this Agreement with an original
10 handwritten signature.


11 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.


13 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

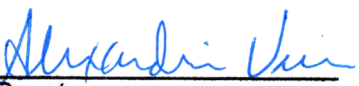
2 MediWaste Disposal LLC.

COUNTY OF FRESNO

3
4 
5 Lorraine Sanchez, GM
6 236 Deininger Circle
Corona, CA 92878


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

7 **Attest:**
8 Bernice E. Seidel
9 Clerk of the Board of Supervisors
County of Fresno, State of California

10 By: 
Deputy

11 For accounting use only:

12 Org No.: 31117000, 31113318, 31113316, 56201620, 56201650, 56201654, 56201661,
13 56201694, 56302920, 56107001, 34309999, 34409999
14 Account No.: 7295, 7070
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

The Contractor shall furnish all labor, equipment, containers that are appropriately sanitized, disinfected and labeled, supplies, materials, labels, shipping containers and boxes, plastic bags, transportation and supervision required to provide pick-up, transport, and treatment of biohazardous waste from County facilities listed in Exhibit B.

Contractor shall treat and/or dispose of biohazardous medical waste in accordance with all applicable State and Federal regulations, and County requirements. Contractor shall maintain all necessary permits and licenses for the transportation, disposal and treatment of such waste as required by the California Department of Public Health, US Department of Transportation and shall be a registered hazardous waste transporter with a current registration certificate issued by the State of California and have all required insurance prior to the transport and/or disposal of hazardous waste. If Contractor requires additional information, they may contact the California Department of Public Health, Medical Waste Program.

Contractor shall be an individual or firm licensed to do business in California and shall maintain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide County with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

A copy of all required licenses, permits, proof-of-insurances, and a detailed list of all environmental regulatory agency violations for the past three (3) years shall be provided to the County of Fresno Department of Public Health.

CALIFORNIA MEDICAL WASTE MANAGEMENT ACT (CMWMA): Sections 117600 – 118360, dated January 2017, requirements apply to this Agreement. This is the primary set of regulations governing the storage, transportation, treatment and disposal of biohazardous waste. The Contractor shall comply with all applicable provisions of this regulation. See <https://www.cdph.ca.gov/Programs/CEH/DRSEM/CDPH%20Document%20Library/EMB/MedicalWaste/MedicalWasteManagementAct.pdf> for reference.

Medical Waste Pharmaceutical (non-RCRA) must go to a State permitted Medical Waste facility.

SUBCONTRACTORS: Subcontracting is not allowed for this Agreement.

WARRANTY: Contractor warrants that its Medical Waste treatment, storage and disposal sites are in compliance with all applicable federal, state and local laws, rules and regulations and are suitable to receive medical waste.

: Biohazardous waste shall be transported in accordance with California Administrative Code, Title 17, Health & Safety Code, Chapter 8, and is permitted by the California Department of Public Health and the US Department of Transportation regulations for the transportation of waste.

US DOT SHIPPING CONTAINERS: Shipping containers shall meet US DOT requirements. They shall be cleaned and disinfected before being brought to any site in accordance with CMWMA requirements. This includes the lids. All labels required by the CMWMA will be provided by the Contractor. Labels for "PATH", "WASTE CHEMO", "SHARPS", and "WASTE

Exhibit A

PHARM” will be provided to the sites so that shipping containers holding these waste streams can be properly labeled, as required by the CMWMA, during storage. Contractor-furnished shipping containers shall be kept neat, in a clean and sanitary appearance, and repaired or replaced as necessary. The area where unused shipping containers are placed shall be maintained in a clean, orderly, and sanitary condition.

SPILL CLEAN-UP: Particular attention shall be paid to the prompt clean-up of spills, either generated from the vehicles used to haul waste containers or because of container leakage. Issues associated with site storage shall be brought to the immediate attention of the designated contact person from the department pickup location.

DOCUMENTATION: The shipping document is required by CMWMA regulations and is used to track the waste from the point of generation to the designated disposal location. A copy of the document and certificate-of-destruction shall be provided to the **requesting County department**, confirming that the material has been properly handled and disposed. The Contractor shall provide a clearly readable copy of the shipping document for each pick-up. At the time that the medical waste is picked up by the Contractor, the transporter shall provide the medical waste generator with a copy of the tracking document for the generator’s medical waste records. The transporter and generator of medical waste shall maintain its copy of the tracking document for at least three years. The tracking document shall include, but not be limited to, all of the following information:

- unique document number,
- name, address, telephone number, and registration number of the transporter,
- type and quantity of shipping containers of each type of biohazardous waste transported,
- name, address, and telephone number of the generator site,
- name, address, telephone number, permit number of the permitted facility receiving the waste,
- date the medical waste is collected or removed from the generator’s facility.

Provide after disposal to each specific County address:

- reference to unique document number,
- date the medical waste is received by the transfer station, point of consolidation, if applicable,
- date the waste is received by the treatment facility.

HIPAA COMPLIANCE (Health Insurance Portability and Accountability Act):

Contractor must comply with the Health Insurance Portability and Accountability Act (42 USC sections 1320d et. seq.).

ACCIDENT PREVENTION: Contractor must hold paramount the safety and health of people and the protection of property and the environment in performance of professional services provided pursuant to this Agreement. The Contractor must exercise precautions for the protection of persons (including employees, County staff and the public) and property. The Contractor must agree to employ all care to ensure that the proposed work will proceed under the highest standards of safety and prudence, and in compliance with all applicable laws relating to safety.

VIOLATION NOTIFICATION: The Contractor must agree to notify the County’s Department of Public Health and Purchasing within five (5) working days if any of the following occur during the term of this Agreement: Contractor is served with a notice of violation of any laws, regulations, or permits which relate in any material respect to the services performed, or proceedings are commenced against the Contractor that could lead to revocation of permits or license that relate to the services performed.

Exhibit A

REPORTS: The Contractor shall also provide **quarterly**, in accordance with applicable regulation, a detailed activity statement which shows in columnar form information including, but not limited to:

- the service date
- pick-up location
- container/tub number
- weight (in pounds) of each container
- type of waste
- disposal method and disposal location

and other important data, as requested by the user County department. The report shall have the capability to segregate data by site and type of waste.

Exhibit B

Compensation

The Contractor shall be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Quotation Schedule

					MEDIWASTE			
Facility	Address	# of Units	Container Size	Pick up Frequency	Per Unit Cost	Additional Unit Cost Amount	Any Other Service or Pickup Fee	Annual Cost
Behavior Health	Metro 4441 E. Kings Canyon Road Fresno 93702	1	40 gal med waste/sharps	bi-weekly	\$ 99.00	\$ 70.00	\$	\$ 2,574.00
Public Health	Public Health Clinics 1221 Fulton Mall (1st Floor, Rm. 173) Fresno, CA 93721	3	48 gal pharm/sharps/biohazard	weekly	\$ 160.00	\$ 70.00	\$	\$ 24,960.00
		1	12 gal pharm	bi-annually	\$ 88.00	\$ 88.00	\$	\$ 176.00
Public Health	Public Health Laboratory 1221 Fulton Mall (1st Floor, Rm. 173) Fresno, CA 93721	3	44 gal pharm/sharps/biohazard	weekly	\$ 150.00	\$ 70.00	\$	\$ 23,400.00
		1	20 gal pharm	weekly	\$ 95.00	\$ 95.00	\$	\$ 4,940.00
Public Health	EMS Education Center 5091 N Fresno Street #118 Fresno, CA 93710	1	10 gal pharm/sharps/biohazard	Every 6 months	\$ 65.00	\$ 45.00	\$	\$ 130.00
		2	12 gal pharm	annually	\$ 176.00	\$ 88.00	\$	\$ 352.00
Sheriffs Office	Forensic Lab 1256 Divisadero Street Fresno, CA 93721	3	44 gal biohazard	bi-weekly	\$ 160.00	\$ 70.00	\$	\$ 12,480.00
		1	20 gal sharp	monthly	\$ 40.00	\$ 40.00	\$	\$ 480.00
Sheriffs Office	Crime Scene Unit 2200 Fresno Street – HQ Basement Fresno, CA 93721	1	44 gal biohazard/sharps	monthly	\$ 75.00	\$ 65.00	\$	\$ 900.00
		1	20 gal sharp	quarterly	\$ 40.00	\$ 40.00	\$	\$ 160.00
Sheriffs Office	Coroner's Office 3150 E. Jefferson Fresno, CA 93725	1	50 gal pharm	quarterly	\$ 140.00	\$ 140.00	\$	\$ 560.00
		6	44 gal biohazard/sharps	weekly	\$ 320.00	\$ 65.00	\$	\$ 99,840.00
Probation- Drug Suppression Unit	2212 N. Winery, #122 Drug Court Fresno, CA 93703	1	44 gal biohazard	Every 6 months	\$ 75.00	\$ 65.00	\$	\$ 150.00
		1	5 Quart Sharps	Every 6 months	\$ 25.00	\$ 25.00	\$	\$ 50.00
Probation- Juvenile Supervision	3333 E. American Ave. Bldg. 705 Fresno, CA 93725	1	44 gal biohazard	quarterly	\$ 75.00	\$ 65.00	\$	\$ 300.00
Social Services	311 Coalinga Plaza Coalinga, CA 93210	2	5 Quart Sharps	quarterly	\$ 25.00		\$	\$ 100.00
Social Services	15180 W Whitesbridge Kerman, CA 93630	2	5 Quart Sharps	Semi-Annual	\$ 65.00	\$ 20.00	\$	\$ 260.00
Social Services	380 W Ashlan Ave Clovis, CA 93612	2	5 Quart Sharps	Semi-Annual	\$ 65.00	\$ 20.00	\$	\$ 260.00
Social Services	1195 E Manning Ave Reedley, CA 93654	2	5 Quart Sharps	Semi-Annual	\$ 65.00	\$ 20.00	\$	\$ 260.00
Social Services	5693 E. Kings Canyon Fresno, CA 93727	2	5 Quart Sharps	Semi-Annual	\$ 65.00	\$ 20.00	\$	\$ 260.00
Social Services	142 E California Fresno, CA 93706	2	5 Quart Sharps	Semi-Annual	\$ 65.00	\$ 20.00	\$	\$ 260.00
Social Services	3830 N McCall Selma, CA 93662	2	5 Quart Sharps	Semi-Annual	\$ 65.00	\$ 20.00	\$	\$ 260.00
Social Services	3500 Pelco Way Clovis, CA 93612	2	5 Quart Sharps	Semi-Annual	\$ 65.00	\$ 20.00	\$	\$ 260.00

		Yearly Total	\$ 200,000.00
		Three Year Total	\$ 600,000.00
	Three year total plus 2 optional one year extensions		\$ 1,000,000.00

Exhibit B

ADDITIONAL COSTS: Cost per additional medical, pharmaceutical and pathological waste containers removed and disposed of over the number of containers specified in this Scope of Services.

Container	Waste Type	Cost
44 Gallon Path	Pathology	\$ 80.00
44 Gallon Trace Chemo	Trace Chemo	\$ 80.00
Bag of Liners (100)	Liners	\$ 115.00
Deterra- 1 gallon	Diversion of Controlled Substances	\$ 85.00
Lock and Bracket	Deterra	\$ 75.00
		\$
		\$
Charge for no waste Stop		\$ 75.00

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement. The Automobile Liability policy shall be endorsed to delete paragraph A of the Pollution Exclusion (or, alternatively, include a CA 9948 endorsement) and add the Motor Carrier Act (MCS90) endorsements required by Federal or State authorities and Transportation Pollution Liability coverage for Two Million Five Hundred Thousand Dollars (\$2,500,000).
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

Exhibit D

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this

Exhibit D

Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.