



OFFICE OF THE AGENCY DIRECTOR
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August 2, 2018

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

**SUBJECT: APPROVE CONTRACT WITH MED-PROJECT LLC TO COLLECT SHARPS AT THE COUNTY
HOUSEHOLD HAZARDOUS WASTE FACILITIES**

RECOMMENDATION:

1. Approve a contract with MED-Project LLC, (Principal: Dr. Victoria Travis, PharmD, MS, MBA, Oakland, CA) a stewardship organization representing injectable pharmaceutical and syringe manufacturers, for the transportation and disposal of sharp's waste collected at County Household Hazardous Waste facilities. The contract term is for two years from the effective date, with no cost to the County, and may be extended by mutual consent; and
2. Delegate authority to the Director of Environmental Health or their designee to execute the contract upon approval as to form by County Counsel.

DISCUSSION/FINDINGS:

The three Alameda County Department of Environmental Health (ACDEH) Household Hazardous Waste (HHW) facilities in Hayward, Livermore, and Oakland have, for more than a decade, collected needles, auto injectors, infusion sets, intravenous catheters, and other related devices (Sharps) from Alameda County residents. ACDEH has been contracting directly with a medical waste hauler for Sharps transportation and disposal. In FY 17-18 over 2,000 residents disposed of Sharps at the HHW facilities and one day events at a cost of \$12,352 for the medical waste hauler.

In 2015, your Board passed Chapter 6.54 of the Alameda County General Ordinance, the Alameda County Safe Consumer-Generated Sharps Disposal Ordinance (the Sharps Ordinance). The Sharps Ordinance requires pharmaceutical manufacturers that sell or distribute a medication, in Alameda County, that is usually intended to be injected outside a healthcare setting and manufacturers of Sharps for sale or distribution in Alameda, to fund and operate a convenient collection infrastructure for Sharps at a minimum of 55 locations throughout Alameda County, including HHW facilities. This contract is the first step towards achieving that infrastructure.

The MED-Project is the product stewardship organization representing the manufactures for compliance with the Sharps Ordinance. The MED-Project, through their vendor, will supply each HHW facility with containers to collect and contain Sharps and collect the containers on a regular schedule. They will then transport, treat, and dispose of the material in the collected containers in accordance with all applicable laws.

The contract term is for two years and may be extended by mutual consent. It is requested that your Board delegate to the Director of Environmental Health or their designee the authority to execute extensions of the contract, with approval as to form by County Counsel.

SELECTION CRITERIA/PROCESS:

The contract with MED-Project LLC is not a typical County vendor relationship, therefore, a Request for Proposal was not required.

Under the County's Sharps Ordinance, pharmaceutical manufacturers are required to fund and operate a collection infrastructure. Currently, the County operates that infrastructure and is reimbursed by the manufacturers. The manufacturers have formed MED-Project LLC to collect and dispose of sharps in accordance with the Sharps Ordinance.

Under this contract, the three County HHW facilities are acting as collection sites for MED-Project who will directly pay the cost of collection and disposal for sharps. MED-Project has selected Sharps Solutions Inc., a local Alameda County SLEB business as the transportation and disposal contractor. Sharps solutions has been the contractor used by the HHW program for several years.

The County Environmental Health department exercises oversight over Med Project and execution of the stewardship plan.

FINANCING:

No net county cost will be incurred as a result of entering into this contract. The Ordinance requires the Pharmaceutical and medical injection device manufacturers whose products are sold in Alameda county to entirely fund collection, transportation and disposal.

Very truly yours,



Colleen Chawla, Agency Director
Health Care Services Agency

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

This Household Hazardous Waste Sharps Collection Site Services Agreement, as mutually amended in writing from time to time (the "Agreement") is entered into between the MED-Project LLC ("MED-Project") and the County of Alameda, Department of Environmental Health, Household Hazardous Waste Program ("Host") (each individually, a "Party," collectively the "Parties").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. The following terms shall have the respective meanings set forth below:

- 1.1. "Applicable Laws" shall mean all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, orders, decrees or pronouncements of any governmental, administrative or judicial authorities including, but not limited to, the "Ordinance" (defined below) identified in Exhibit A with respect to each "Jurisdiction" (defined below) identified in Exhibit A, the California Medical Waste Management Act, Ca. Health & Safety Code §§ 117600 *et seq.*, U.S. Department of Transportation Hazardous Materials Regulations, 49 C.F.R. Parts 171-185, Occupational Safety and Health Administration Bloodborne Pathogens Standard, 29 C.F.R. § 1910.1030, and any amendments or modifications to these legal requirements.
- 1.2. "Effective Date" shall mean the date defined in Section 21 of this Agreement.
- 1.3. "Emergency Requests" shall mean requests for Services in Section 3.2.5 of this Agreement in response to any events, situations, activities or circumstances that pose a risk or potential risk of harm or injury to property or persons.
- 1.4. "Host" shall mean County of Alameda, Department of Environmental Health, Household Hazardous Waste Program.
- 1.5. "Host Collection Site" shall mean the site(s) listed in Exhibit C.

- 1.6. "Jurisdiction" shall mean a county, city, or other jurisdiction identified in Exhibit A.
- 1.7. "Losses" shall mean any costs, expenses, damages or diminution of value.
- 1.8. "Manager" shall mean the individual(s) identified in Exhibit D.
- 1.9. "MED-Project" means the MED-Project LLC, including any successors to the MED-Project LLC.
- 1.10. "Ordinance" shall mean a law, regulation, or other legal requirement identified in Exhibit A.
- 1.11. "Plan" shall mean the approved MED-Project Product Stewardship Plan covering Sharps (defined below) with respect to the Jurisdiction.
- 1.12. "Services" shall mean the obligations identified in Sections 3.2 of this Agreement.
- 1.13. "Sharps" shall mean Sharps as defined in the Plan with respect to the Jurisdiction identified in Exhibit A.
- 1.14. "Termination Date" shall mean the date this Agreement terminates pursuant to Sections 9.1.1 through 9.1.5 of this Agreement.
- 1.15. "Vendor(s)" shall mean the qualified vendor or vendors contracted by MED-Project to perform delivery, maintenance, and collection services for Waste Accumulation Container(s) (defined below) as identified in Exhibit E, including any vendor substituted by MED-Project for the listed Vendor(s).
- 1.16. "Waste Accumulation Container(s)" shall mean receptacles used for the collection of Sharps and FDA-cleared sharps containers containing Sharps provided by MED-Project or Vendor(s) and identified in Exhibit B.

2. Representations and Warranties.

- 2.1. Host hereby represents and warrants as follows:
 - 2.1.1. Host is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing and disposal of Sharps.
 - 2.1.2. Host possesses all required authorizations and authority to enter into this Agreement and this Agreement has been duly authorized and executed by Host in compliance with all required authorizations.
 - 2.1.3. Host's execution, delivery, and performance of this Agreement does not, and will not, conflict

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with any agreement, instrument or understanding to which Host is a party or by which it may be bound.

2.1.4. Host is not currently receiving, and shall not receive, any direct source of grant funding or other independent source of funding for the collection, handling, transport, treatment, or disposal of Sharps, or for any promotional activities related to such services paid for by MED-Project.

2.2. MED-Project hereby represents and warrants for itself, and to the extent applicable, with respect to Vendor, as follows:

2.2.1. Vendor is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing, and disposal of Sharps.

2.2.2. MED-Project possesses all required authorizations and authority to enter into this Agreement and this Agreement has been duly authorized and executed by MED-Project in compliance with all required authorizations.

2.2.3. MED-Project's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which MED-Project is a party or by which it may be bound.

3. Services.

3.1. Host, and MED-Project, including its Vendor(s), shall perform all obligations required of them under this Agreement in compliance with Applicable Laws.

3.2. MED-Project, through its Vendor(s), shall:

3.2.1. Supply each Host Collection Site with Waste Accumulation Container(s) to collect and contain Sharps;

3.2.2. Provide Host with a regular schedule for the collection of Waste Accumulation Container(s) containing Sharps from Host Collection Site(s) and notify the Manager in advance of any changes to this schedule;

3.2.3. Collect Waste Accumulation Container(s) containing Sharps in accordance with the schedule identified in Section 3.2.2 of this Agreement or upon request by the Manager

and approval by MED-Project (which MED-Project shall not unreasonably deny);

3.2.4. Review and inspect Waste Accumulation Container(s) when Vendor collects Sharps from Host Collection Site(s);

3.2.5. Respond to Emergency Requests from Host;

3.2.6. Transport, treat, and dispose of, or cause the transportation, treatment, and disposal of, Sharps collected in Waste Accumulation Container(s) from Host Collection Site(s) in accordance with all Applicable Laws.

3.2.7. Remove Waste Accumulation Container(s) from the Host Collection Site(s) if this Agreement terminates pursuant to Section 8 of this Agreement.

3.3. MED-Project and the Vendor(s) shall be solely responsible for providing all Services in Section 3.2 of this Agreement. MED-Project shall have the right to change the Vendor(s) at any time at its sole discretion. In such a case, the new entity that becomes a Vendor will be responsible under this Agreement for Services as designated by MED-Project from and after the date of such change.

3.4. Host shall allow MED-Project and its Vendor(s) to provide the Services in Section 3.2 of this Agreement at Host Collection Site(s) and shall cooperate with MED-Project and its Vendor(s) in the provision of these Services. Such cooperation includes, but is not limited to:

3.4.1. Identifying a Manager at Host Collection Site(s);

3.4.2. Requesting Waste Accumulation Container(s) from MED-Project within 30 days of the Effective Date and if a Waste Accumulation Container becomes damaged or malfunctions and cannot be repaired by Vendor;

3.4.3. Providing appropriate and adequate space for the staging and secure storage of Waste Accumulation Container(s) in compliance with Applicable Laws and making an authorized Host Site representative available at Host Collection Site at the time Waste Accumulation Container(s) are provided or collected for transport.

3.4.4. Notifying MED-Project of any service concerns or needs, including, but not limited

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- to, any damage to or malfunction of Waste Accumulation Container(s).
- 3.4.5. Notifying MED-Project if a Waste Accumulation Container is full and collection services are needed;
- 3.4.6. Ensuring the required signage provided by MED-Project, if applicable, is used for Waste Accumulation Container(s) while staged or stored at Host Collection Site(s);
- 3.4.7. Collecting Sharps and sharps containers within the Waste Accumulation Container(s);
- 3.4.8. Use reasonable efforts so that only Sharps contained in FDA-cleared sharps containers, or containers approved by the local enforcement agency pursuant to the California Medical Waste Management Act., California Health and Safety Code § 118286(b), are collected in MED-Project Waste Accumulation Container(s) and no other materials are deposited in Waste Accumulation Container(s) at Host Collection Site(s); and
- 3.4.9. Storing and handling Waste Accumulation Container(s) and Sharps in accordance with all Applicable Laws.
- 3.5. This Agreement only applies to Waste Accumulation Container(s) and Host Collection Site(s) located within the Jurisdiction(s) identified in Exhibit A.
- 3.6. MED-Project and its Vendor(s) are not responsible for managing any non-Sharps waste or other materials collected by the Host that fall outside the scope of the Plan and Ordinance. Host is solely responsible for managing such materials.
- 3.7. MED-Project and its Vendor(s) shall maintain throughout the term of this Agreement, at MED-Project's and its Vendor's expense, at minimum the insurance set forth in Exhibit F, County of Alameda Minimum Insurance Requirements. Host may terminate MED-Project rights under this Agreement upon the lapse of any required insurance coverage.
- 3.8. MED-Project shall promptly, at its sole cost, repair any and all damage to the Host property in a workmanlike manner and any personal property located thereon, to the extent such damage is solely caused by MED-Project or its Vendor.
- 3.9. MED-Project agrees to conduct its activities at all times in a safe and prudent manner in compliance with all Applicable laws. MED-Project will make a good faith effort to respond to and comply with reasonable requests from the Host within 10 business days after receiving notice from the Host in accordance with Section 14.
4. **Payment.**
- 4.1. Host shall not be responsible for paying the charges of MED-Project or its Vendor(s) for the Services MED-Project or its Vendor(s) render under Section 3.2 of this Agreement.
- 4.2. MED-Project shall not be responsible for paying or reimbursing the Host for any costs or expenses associated with the performance of any of Host's obligations under Section 3.4 of this Agreement or any other services rendered in connection with this Agreement.
5. **Nature of the Relationship.**
- 5.1. Each Party is entering into and will perform the activities contemplated by this Agreement solely as an independent entity. This Agreement does not create any other relationship between the Parties, or with Vendor(s), including but not limited to the relationship of partners, joint ventures, or agent or legal representative of the other for any purpose whatsoever. None of the Parties will (i) make any representation that would create an apparent agency, partnership, co-employment or joint venture relationship with any other Party or with Vendor(s), (ii) have the power, expressed or implied, to obligate or bind the other or the Vendor(s) in any manner whatsoever, or (iii) be responsible for any act or omission of the other or the Vendor(s) or any employee of the other or of the Vendor(s). No employee of Host, MED-Project, or Vendor(s) will be considered an employee of any other Party for any purpose in connection with the performance of this Agreement. No Party to this Agreement has the ability to direct, control, schedule, hire or discipline any other Party's employee or the employees of Vendor(s).
6. **Report of Theft or Diversion.**
- 6.1. In the event of any theft, unexplained loss, or diversion of Waste Accumulation Container(s) or Sharps collected at a Host Collection Site, or environmental incident, including spills and releases

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reported to any governmental authority, occurring during performance of this Agreement, the Party that becomes aware of such condition or event shall notify the other Party immediately.

- 6.2. A Party with information about the conditions or events referenced in Section 6.1 of this Agreement will provide to the other Party any information about such conditions or events necessary for, and on a timeframe that allows, that other Party to meet its obligations under Applicable Laws.

7. *Indemnification.*

- 7.1. To the fullest extent permitted by law, MED-Project shall defend, indemnify, and hold harmless Host from and against all Losses to the extent arising out of or related to any and all third party claims, liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action to the extent arising out of or related to MED-Project's and/or Vendor(s)'s (a) breach of this Agreement, or (b) sole negligence, recklessness, or willful misconduct.
- 7.2. Notwithstanding the foregoing language in Section 7.1, MED-Project shall not be liable for Losses under Section 7.1 to the extent such Losses arise out of or relate to Host's (a) breach of this Agreement, or (b) sole negligence, recklessness, or willful misconduct.

8. *Limitation of Liability*

- 8.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING ECONOMIC DAMAGES AND LOST PROFITS, ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT OR TORT, EVEN IF SUCH PARTY WAS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

9. *Term, Termination.*

- 9.1. The term of this Agreement shall commence as of the Effective Date and shall continue in force until:
- 9.1.1. Notice from Host to MED-Project of MED-Project's breach of this Agreement. This Agreement shall terminate immediately upon

such notice if MED-Project does not take immediate steps to cure the breach.

- 9.1.2. Notice from MED-Project to Host of Host's breach of this Agreement. This Agreement shall terminate immediately upon such notice if Host does not take immediate steps to cure the breach.
- 9.1.3. Notice from either Party to the other Party that this Agreement is terminated without cause. This Agreement shall terminate seven days after such notice.
- 9.1.4. If the representations and warranties set forth in Section 2.1 or 2.2 cease to continue to be correct, this Agreement shall terminate immediately.
- 9.1.5. Two years from the Effective Date, unless the Termination Date is extended pursuant to Section 15 of this Agreement.
- 9.2. Compliance with Sections 3.2.7, and 7.1 [A1] of this Agreement shall be MED-Project's sole financial obligation with respect to any termination of the Agreement.

10. *Severability.*

- 10.1. In the event any provision of this Agreement shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In the event that a provision cannot be made legally enforceable, the remaining terms of this Agreement shall be enforceable as though the void or unenforceable provision did not exist.

11. *Assignment/Subcontracting.*

- 11.1. Except as expressly contemplated under this Agreement, neither Party shall assign or subcontract any of its duties or obligations hereunder or assign this Agreement or its rights hereunder without the express written permission of the other Party, such consent not to be unreasonably withheld. Any assignment, delegation or subcontracting in violation of the above shall be void and ineffective. Notwithstanding this or any other provision of this Agreement: (i) MED-Project shall have the right to substitute Vendor(s) at any time at its sole

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discretion, and (ii) each Party may transfer or assign this Agreement and that Party's respective rights and obligations hereunder in connection with any transfer of ownership, merger, or acquisition.

12. Survival.

12.1. The obligations set forth in Sections 3.2.7, 5, 7, 8, 9.2, and 18 shall survive termination of this Agreement.

13. Third Party Beneficiaries.

13.1. Except as specifically set forth herein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, entity, company or organization, other than Host or MED-Project, any right, remedy, cause of action or claim under or by reason of this Agreement or any term or provision hereof, all of which shall be for the sole and exclusive benefit of Host and MED-Project.

14. Notice.

14.1. All notices to be provided in connection with this Agreement, including "requests" in sections 3.2.3, 3.4.2, and 3.9 of this Agreement, shall be in writing. Notices shall be deemed effective (i) when delivered by hand to the Party entitled to receive notice, (ii) on the next business day after delivery to a nationally-recognized express delivery service with instructions and payment for overnight delivery, or (iii) upon confirmation of receipt when sent by e-mail; however, email autoreplies shall not be considered confirmation of receipt.

14.2. All notices in connection with this Agreement shall be sent to the individual or individuals that each Party designates to receive such correspondence on behalf of the Party. Initially, notices shall be provided, if to MED-Project, to:

Dr. Victoria Travis, PharmD, MS, MBA
National Program Director
MED-Project LLC
4096 Piedmont Ave Unit 544
Oakland, CA 94611
alamedasharps@med-project.org
Phone: (844) 677-6532
Fax: (510) 686-8837

and if to Host, to:

Program Manager,
County of Alameda, Department of
Environmental Health, Household
Hazardous Waste Program
1131 Harbor Bay Parkway
Alameda, California 94502
E-mail Address: hww@acgov.org

With a copy to:

Director
Department of Environmental Health,
County of Alameda,
1131 Harbor Bay Parkway
Alameda, California 94502

15. Complete Agreement, Headings, Modification.

15.1. This Agreement, along with its Exhibits, sets forth the complete agreement of the Parties with respect to the subject matter hereof. No prior or contemporaneous oral or written agreement or representation shall be effective to modify the express terms of this Agreement. Headings have been inserted for the convenient reference of the Parties and shall not be used to modify or interpret the express terms of the Agreement. No modification to this Agreement shall be valid unless it is made in writing, specifically states that it amends this Agreement, and is signed by authorized representatives of both Parties.

15.2. Notwithstanding Section 15.1, the Jurisdiction(s) and Ordinance(s) may be added to, edited in, or removed from Exhibit A through the mutual written consent of an authorized individual from each Party.

15.3. Notwithstanding Section 15.1, the specified Waste Accumulation Container(s) in Exhibit B may be changed through the mutual written consent of an authorized individual from each Party

15.4. Notwithstanding Section 15.1, Host Collection Site(s) and Manager(s) may be added to or removed from Exhibits C and D of this Agreement, respectively, through the mutual written consent of an authorized individual from each Party.

15.5. Notwithstanding Section 15.1, MED-Project may at its sole discretion substitute a Vendor in Exhibit E

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without written consent from the Host. MED-Project shall provide at least 10 days' notice prior to any change of Vendor.

16. Signatures.

16.1. This Agreement is legally binding when, and not until, each Party has received from the other a counterpart of this Agreement signed by an authorized representative. The Parties may sign separate, identical counterparts of this document; taken together, they constitute one Agreement. The signed counterpart may be delivered by any reasonable means, including electronic transmission.

17. Jurisdiction and Venue.

17.1. This Agreement is made and entered into in California and shall be interpreted and construed in accordance with the laws of California. The Parties submit to the exclusive jurisdiction of the California state and federal courts.

18. Publicity/Disclosure.

18.1. Unless required by law, neither Party may disclose the terms or subject matter of this Agreement to any third party, without the prior written consent of the other Party, except that MED-Project or Host may provide this Agreement to the Vendor(s).

18.2. Neither Party shall use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in releases, advertising or any other publications, without such Party's prior written consent in each instance; except that MED Project may identify the current location and hours of operation for the Host and Host is authorized to use the other MED-Project's name, trade name and locations with regard to public outreach and educational efforts as required or approved under the Plan. This provision applies to written and online releases and communications, including those appearing on a website and those circulated via social media platforms including, but not limited to, Facebook, Twitter, and LinkedIn.

19. Authority.

19.1. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Party and its employees and that upon execution, this Agreement shall be binding upon the Party and its employees in accordance with its terms.

19.2. Each individual amending and/or providing written consent under this Agreement represents and warrants that he or she is duly authorized to make such amendments and/or consents on behalf of the Party and its employees.

19.3. This agreement is applicable to and effective only as to the County of Alameda, Department of Environmental Health, Household Hazardous Waste Program and its collection of sharps. It shall not affect any contract, regulatory, enforcement or other duties of any department, agency and program of the County of Alameda.

20. Waiver.

20.1. No consent or waiver, express or implied by a Party, to or of any breach or default by the other in the performance by that other Party of obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by that other Party of the same or any other obligation of that Party under this Agreement. Failure of a Party to complain of any act or failure to act of the other, or to declare the other in default, irrespective of how long that failure continues, shall not constitute a waiver by that Party of rights under this Agreement. The giving of consent by a Party in any one instance shall not limit or waive the necessity to obtain that Party's consent in any future instance.

21. Effective Date

21.1. The Agreement shall be effective on the last date signed by a Party in accordance with Section 16 of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

County of Alameda,
Department of Environmental Health,
Household Hazardous Waste Program

MED-Project LLC

By: _____
Name: Ronald Browder
Title: Director,
Alameda County Environmental Health Dept

By: _____
Name: Dr. Victoria Travis, PharmD, MS, MBA
Title: National Program Director

Date: _____

Date: _____

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**Exhibit A
Jurisdiction and Ordinance Definitions**

Jurisdiction	Ordinance
Alameda County, CA	Alameda County Safe Consumer-Generated Sharps Disposal Ordinance, Alameda County Health and Safety Code §§ 6.54.010 – 6.54.180 (2015)

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**Exhibit B
Waste Accumulation Container(s)**

Key Specifications:

- Includes container, liner, lid;
- 38-gallon capacity; and
- Marked and/or labeled in compliance with all Applicable Laws.

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Exhibit C

Host Collection Site(s) Approved for Inclusion in the MED-Project Product Stewardship Plan

Name	Address

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**Exhibit D
Manager(s)**

Name	Manager's Work Address	Host Collection Site Address	Telephone Number	Email Address

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**Exhibit E
Notice and Contact Information for Vendor(s)**

Sharps Solutions LLC
Address: 3563 Investment Blvd., Suite 6, Hayward, CA 94545
Phone number: (877) 446-8449

Exhibit F
Insurance Requirements

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability (with pollution liability coverage) All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Pollution and Environmental Liability	\$1,000,000 per occurrence