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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of
WASTE MANAGEMENT OF
WASHINGTON, INC.
d/b/a WM Healthcare Solutions
of Washington
720 4th Ave. Ste 400
Kirkland, WA 98033-8136

Docket No. TG-120033
PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S MOTION TO
COMPEL RESPONSES TO SECOND
DATA REQUESTS AND PRODUCTION
OF DOCUMENTS

PROTESTANT STERICYCLE OF WASHINGTON, INC.'S MOTION TO
COMPEL RESPONSES TO SECOND DATA REQUESTS AND
PRODUCTION OF DOCUMENTS

GARVEY SCHUBERT BARER
A PARTNERSHIP OF PROFESSIONAL CORPORATIONS
eighteenth floor
1191 second avenue
seattle, washington 98101-2939
206 464-3939

1 **I. Introduction**

2 1. Stericycle of Washington, Inc. ("Stericycle") respectfully requests that the
3 Commission issue an order compelling Waste Management of Washington, Inc. ("Waste
4 Management") to produce full and complete responses to Stericycle's second data requests and
5 to produce all requested documents. Specifically, Stericycle seeks complete answers and
6 productions of documents in response to its Second Data Requests No. 2-16, 30, 31, and 34.
7 See Exhibit A (Protestant Stericycle of Washington, Inc.'s Second Data Requests) and Exhibit
8 B (Waste Management's Objections and Responses), attached hereto (documents attached to or
9 otherwise produced with Waste Management's Responses and Supplemental Responses are
10 omitted unless referenced below and attached separately as exhibits).

11 **II. Discussion.**

12 2. Stericycle's Second Data Requests are directed to the issue of public need and
13 whether the services Waste Management proposes to offer fill the needs it alleges are not
14 currently served by Stericycle or another authorized biomedical waste collection company.
15 The subjects of these Second Data Requests were selected based on Waste Management's
16 responses to an earlier data request asking Waste Management to identify any aspect of its
17 service that was different from that offered by Stericycle. The ALJ's most recent Order No. 5
18 has made clear that the issue of allegedly unmet public need, and Waste Management's
19 proposals to meet those needs, are central to evaluating its application for new authority.
20 Stericycle's Second Data Requests target these highly relevant issues and should be answered
21 in full, together with a complete production of requested documents.

22 **A. Requests for Information and Documents Describing Waste Management's**
23 **Proposed ecoFinity Services.**

24 3. In this application proceeding a critical issue will be whether generators have
25 expressed any need for biomedical waste services that is not currently being met by Stericycle
26 or another existing service provider and whether the services Waste Management proposes to

1 offer will meet those needs. Indeed, in his Order No. 5 the ALJ ruled that the hearing on Waste
2 Management's application will focus on the issues of public need and public interest.

3 4. In its Second Data Requests Nos. 2-12 Stericycle seeks specific information
4 concerning Waste Management's ecoFinity sharps collection and treatment service. In an
5 earlier response Waste Management has specifically identified that service as different from or
6 superior to Stericycle's services and, therefore, as a service that may be offered to meet an
7 allegedly unmet public need. See Exhibit C, excerpts of Waste Management Supplemental
8 Responses to Stericycle's Data Requests, pp. 9-10 (in response to Data Request No. 26,
9 identifying "the BD ecoFinity program to recycle sharps containers (after rendering them non-
10 infectious) and to reclaim the plastics and metals" as a service that is different from or better
11 than existing Stericycle services). Discovery of information and documents that will describe
12 the features of this service, how it is to be performed by Waste Management and Waste
13 Management's partners, and how and to what degree it accomplishes the stated goal of
14 recycling waste is highly relevant to the public need for this service. Stericycle cannot prepare
15 a responsive case for hearing without understanding the proposed services and alleged public
16 need in detail.

17 5. Second Data Request No. 2 seeks a description of vehicles and equipment used
18 to provide ecoFinity services in Washington, including storage equipment and vehicles. The
19 means and manner in which Waste Management collects, transports, and stores infectious
20 sharps waste prior to treatment in California is certainly relevant to determining whether
21 generators have need of such services and whether they are in the public interest. The
22 information is also relevant to determining whether Stericycle or another provider already
23 offers comparable services. Without understanding Waste Management's transportation and
24 storage methods in detail, Stericycle cannot adequately prepare to argue that its own services
25 already meet the same needs or that Waste Management's services are not in the public interest.
26

1 6. Second Data Request No. 3 seeks information concerning the frequency with
2 which Waste Management transports infectious sharps material in Washington and the length
3 of time that material is stored, untreated, before being sent to California for processing. This
4 information goes directly to whether Waste Management's proposed services will meet any
5 public need for safe treatment and disposal of infectious sharps and whether the service as it is
6 actually provided in Washington serves the public interest.

7 7. Second Data Request No. 4 seeks information concerning the specific ecoFinity
8 services being offered in Washington. The ecoFinity program is a collection of services
9 offered in partnership with Becton, Dickinson and Company that until recently had only been
10 offered outside of Washington. Waste Management has disclosed only that it is conducting or
11 has conducted a "pilot" program at St. Joseph Medical Center in Bellingham, Washington.
12 However, the limited documents produced by Waste Management to date concern the generic
13 ecoFinity program. Documents concerning the specific services being offered in Washington
14 through the "pilot" program are relevant to understanding the nature and scope of the program,
15 as offered by Waste Management in Washington. Moreover, since only a single Washington
16 customer has signed on to receive these services, information and records concerning the
17 "pilot" program are relevant to determining which services are being provided and whether
18 those services in fact meet what Waste Management claims is a public need.

19 8. Second Data Request No. 5 seeks information concerning the outcome of the St.
20 Joseph Medical Center "pilot" program, including studies relating to the reclamation of
21 recyclable materials and the environmental impact of the ecoFinity program. Waste
22 Management represents its ecoFinity services as recycling services and, presumably, will argue
23 that they meet a public need for services that reduce waste discarded in a landfill or otherwise
24 reduce a generator's environmental impact. Studies of these issues are, therefore, relevant to
25 determining whether the alleged public need for environmentally beneficial sharps waste
26 services are being met. Complete information on this point is essential given the conflicting

1 information that has already been produced. In certain promotional materials for ecoFinity that
2 were produced by Waste Management, customers are informed that 70% or more of the
3 ecoFinity material (sharps and sharps containers) are converted into recyclable materials.
4 Exhibit D, Waste Management production documents WM000174-75. However, in an earlier
5 response to a data request, Waste Management stated that in the months of May and June 2012,
6 between only 17% and 28% of the material collected from St. Joseph Medical Center actually
7 was reclaimed. See Exhibit C, excerpts of Waste Management Supplemental Responses to
8 Stericycle's Data Requests, pp. 5-6 (in response to Data Request No. 18, identifying the
9 percentage amount of recycled product in May and June 2012). Studies of the pilot program
10 and complete information about what it actually achieves for generators is essential to
11 determining whether the ecoFinity program meets any public need and whether it is in the
12 public interest in light of the existing services offered by Stericycle, involving the use of
13 reusable sharps containers.

14 9. Second Data Request No. 6 seeks studies of the ecoFinity program beyond the
15 St. Joseph's Medical Center pilot program. It is apparent from ecoFinity promotional materials
16 that studies related to the alleged environmental benefits of ecoFinity have been produced by
17 Becton Dickinson, Waste Management's partner in the ecoFinity program. This data request
18 references one such study by name. As above, understanding the results of ecoFinity services,
19 and in particular any alleged environmental benefits, is essential to deciding whether ecoFinity
20 services meet any public need and whether they are in the public interest in light of Stericycle's
21 existing sharps management services using reusable sharps containers.

22 10. Second Data Requests Nos. 7 and 8 request specific data about the sharps
23 material collected in Washington through the ecoFinity program and collected by Waste
24 Management under the ecoFinity program around the country, and the amount of that sharps
25 material that has actually been recycled in 2011 and 2012 (to date). Complete data in response
26 to these inquiries is necessary to test the alleged benefits of ecoFinity and whether the services

1 meet a public need. As discussed above, promotional representations of the environmental
2 benefits of ecoFinity have already been called into question by the data produced by Waste
3 Management in this proceeding. Protestants are entitled to have complete information about
4 the alleged benefits of the ecoFinity program, including as it is offered in Washington, in the
5 2011 to 2012 time frame in order to prepare their public need and public interest cases for the
6 hearing.

7 11. Second Data Requests Nos. 9 and 10 seek reports that reflect the amount of
8 material actually recycled in the ecoFinity program and incorporated into new products. As
9 discussed above, such reports will serve to elucidate the true impact of the ecoFinity program.
10 Moreover, to the extent that Waste Management asserts that there is an expressed need for
11 sharps services that divert material from the landfills, the data that they select to report to
12 customers is relevant to determining whether that need is met and whether the services offer
13 any benefits that are not already provided by Stericycle's services.

14 12. Second Data Request No. 11 simply seeks photographs of the supposedly unique
15 Becton Dickinson containers (and their labels) that are used in the ecoFinity program and into
16 which recycled plastics are purportedly incorporated through the ecoFinity program. This is a
17 simple request directly related to services and containers that Waste Management proposes to
18 offer throughout the service territory sought in its application.

19 13. Second Data Request No. 12 seeks to understand the relationships between
20 Waste Management and the two partner companies that together will provide the proposed
21 ecoFinity services, Becton Dickinson and Talco Plastics. Waste Management performs none of
22 the services involved in the alleged recycling of sharps material and is entirely dependent on
23 Talco Plastics and Becton Dickinson to provide the alleged recycling of useful materials from
24 the sharps waste collected by Waste Management. Because Waste Management alleges that
25 these service features meet a public need, it is essential to understand the contractual basis on
26 which those services are to be provided. Stericycle and the other existing providers should not

1 be supplanted by Waste Management based on service features that are temporary or
2 vulnerable to short term termination by Waste Management's partners. At this point, neither
3 the Commission nor the Protestants have any information about whether there is any long term
4 commitment by Waste Management's partners to provide the services on which it will rely to
5 obtain a certificate to serve the new territory.

6 **B. Requests for Information and Documents Describing Generator**
7 **Expressions of Need, and Additional Waste Management Services.**

8 14. In its Second Data Requests Nos. 13-16, 30, and 34 Stericycle seeks specific
9 information concerning the alleged oral expressions of public need on which Waste
10 Management will base its argument for new overlapping authority. In each of these requests,
11 Waste Management was asked to describe any communications from generators that expressed
12 a need for certain named services. The services named in these requests were specifically
13 identified by Waste Management as services that are different from or superior to Stericycle's
14 services and, therefore, that may be alleged to serve an unmet public need. *See Exhibit C,*
15 excerpts of Waste Management Supplemental Responses to Stericycle's Data Requests, pp. 9-
16 10 (in response to Data Request No. 26, identifying multiple services that are allegedly
17 different from or better than existing Stericycle services).

18 15. Discovery of information and documents directly addressing the expressed
19 needs of Washington generators could not be more relevant to the issue of public need. Yet,
20 despite the obvious relevance of these inquiries, Waste Management's responses state only that
21 they have had oral communications with certain generators on each subject, and simply parrot
22 the language of the data request without describing in any way the details or content of those
23 communications. Waste Management has refused to state the date(s) of any such
24 communications, who initiated the communications, the names of the parties to the
25 communications, and any specific content of the communications. Because of the central
26 importance of public need in this proceeding, Waste Management is not entitled to keep these

1 communications secret or to pick and choose only the communications it wishes to present at
2 the hearing. The full scope of customer communications relevant to public need must be
3 disclosed and described. Detailed descriptions are particularly relevant because, according to
4 Waste Management, the communications have all been oral and no documentary record of any
5 communication has been made. Of course, if this is not the case, then any record of such
6 communications, for example emails in which the communications are reported to others
7 within Waste Management, must be produced. Stericycle cannot prepare a responsive case
8 concerning alleged public need or the extent to which existing services already meet those
9 alleged needs without knowing what generators have told Waste Management about their
10 needs.

11 16. Finally, in its Second Data Request No. 31 Stericycle has sought information
12 concerning Waste Management's PharmEcology services and their use in connection with
13 biomedical waste. PharmEcology services were referenced in redacted contract materials
14 previously produced by Waste Management. *See* Exhibit E, Waste Management production
15 documents WM000219-251 at WM000228-240. In a phone conference preceding this motion,
16 Waste Management counsel did not disclaim the possibility that Waste Management would rely
17 on its PharmEcology services in this application proceeding on the issue of public need.
18 Therefore, since these services have been provided by Waste Management in an integrated
19 service package with biomedical waste services and since Waste Management may argue that
20 the services serve an otherwise unmet public need, full disclosure of the services offered in
21 Washington and related documents are highly relevant to this proceeding and Protestants'
22 ability to prepare a responsive case.

23 III. Conclusion

24 17. For the foregoing reasons, Stericycle respectfully requests that the Commission
25 order Waste Management to fully respond to Stericycle's Second Data Requests No. 2-16, 30,
26

1 31, and 34 and to provide and produce all information and documents responsive to those
2 requests.

3 DATED this 19th day of September, 2012.

4 Respectfully submitted,

5 GARVEY SCHUBERT BARER

6
7 By 

8 Stephen B. Johnson, WSBA #6196

9 Jared Van Kirk, WSBA #37029

10 Attorneys for Protestant Stericycle of
11 Washington, Inc.

1 **CERTIFICATE OF SERVICE**

2 I, Dominique Barrientes, certify under penalty of perjury under the laws of the State of
3 Washington that, on September 19, 2012, I caused to be served on the person(s) listed below in
4 the manner shown a copy of PROTESTANT STERICYCLE OF WASHINGTON, INC.'S
5 MOTION TO COMPEL RESPONSES TO SECOND DATA REQUESTS AND
6 PRODUCTION OF DOCUMENTS:

7 Washington Utilities and
8 Transportation Commission
9 1300 S. Evergreen Park Dr. SW
10 PO Box 47250
11 Olympia, WA 98504-7250
12 (360) 664-1160
13 records@utc.wa.gov

- Via Legal Messenger
- Via Facsimile
- Via FedEx
- Via Email

14 Administrative Law Judge
15 Gregory Kopta
16 gkopta@utc.wa.gov

- Via Email

17 Jessica Goldman
18 Polly L. McNeill
19 Summit Law Group
20 315 – 5th Avenue South
21 Seattle, WA 98104
22 jessicag@summitlaw.com
23 pollym@summitlaw.com
24 kathym@summitlaw.com
25 deannas@summitlaw.com

- Via Legal Messenger
- Via Facsimile
- Via U.S. Mail, First Class,
Postage Prepaid
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26 James K. Sells
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*Attorney for Protestant WRRRA, Rubatino,
Consolidated, Murrey's and Pullman*

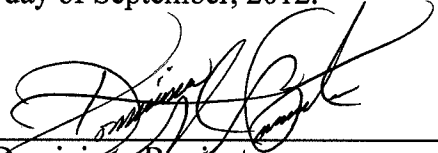
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- Via U.S. Mail, First Class,
Postage Prepaid
- Via Email

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- Via U.S. Mail, First Class,
Postage Prepaid
- Via Email

Dated at Seattle, Washington this 19th day of September, 2012.



Dominique Barrientes
dbarrientes@gsblaw.com

EXHIBIT A

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of

WASTE MANAGEMENT OF
WASHINGTON, INC.
d/b/a WM Healthcare Solutions
of Washington
720 4th Ave. Ste 400
Kirkland, WA 98033-8136

Docket No. TG-120033

**PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S SECOND DATA
REQUESTS TO APPLICANT WASTE
MANAGEMENT OF WASHINGTON,
INC.**

TO: WASTE MANAGEMENT OF WASHINGTON, INC.

Pursuant to WAC 480-07-400 and 480-07-410, Protestant Stericycle of Washington, Inc. ("Stericycle") propounds the following data requests to Applicant Waste Management of Washington, Inc. ("Waste Management" or "Applicant").

INSTRUCTIONS AND DEFINITIONS

These data requests are continuing in nature, and if you obtain additional or different information after responding to them, you are required to file a supplemental response through the date of hearing. Each document requested in these data requests must be produced for inspection and copying at the offices of Garvey Schubert Barer, 1191 Second Avenue, 18th Floor, Seattle, Washington, or provided by some other mutually agreed method. Any electronic record requested in these data requests must be produced in a form and manner that is readable by conventional means and that preserves the record's metadata, including but not limited to title and subject, creation and modification dates, authors and editors, and sent and received dates. Any electronic records must be produced on a CD-ROM, DVD, or a portable hard drive.

If you object to answering any data request, in whole or in part, state your objections and state with particularity all of the factual and legal reasons supporting your objection in lieu of your answer. If you object on the ground of privilege, also state with particularity the nature and extent of all allegedly privileged matters and identify with specificity all allegedly privileged documents. If you object to answering only part of the data request, specify the part to which

you object and answer the remainder. Any objection that is not so asserted will be deemed waived.

Whenever the context in which words used in these data requests indicates or suggests that such is the intent, words in the singular shall include the plural and vice versa, words in masculine, feminine or neuter shall include each of the other genders, and the words "and" and "or" shall each mean "and/or" and be given their maximum inclusive intent.

In addition, whenever the terms set forth below appear herein, they shall be construed in accordance with the following definitions:

(1) "Documents" means any written, recorded or other graphic matter, however produced or reproduced. If a document has been prepared in several copies, or if additional copies have been made, and the copies are not identical or have undergone alteration, then each non-identical copy is a separate "document." This definition includes any paper, writing, correspondence, chart, memorandum, note, letter, report, study, statement, drafts or revision of materials, map, log entry, ledger, periodical, book, drawing, diagram, photograph, film or video recording, sketch, picture, tape recording, electronic document, email, minutes, resolution, witness statement, diagram, graph, notice, statement of account, invoice, bill, check or draft, calendar, diary, notebook, printout, file, contract or other agreement, or any other record of any type or description, and any other verbal or pictorial representation of any event or idea which has transpired, whether meant for communication to others or for personal use. "Documents" includes any record preserved in electronic form.

(2) "Communication" means any transmission of information, in any form, or in any medium, including, without limitation, documents incorporating, summarizing, or describing the contents of the transmission, meetings and discussions, telephone conversations, electronic communications, telegraphic communications, or any document containing a recording, transcription, summary or description or identifying the time, place, subject matter, medium of transmission, and/or participants in the transmission.

(3) "Person" means all entities, including any individual, firm, partnership, joint venture, corporation, association or other business enterprise.

(4) "Applicant," "You," or "Your" means Waste Management of Washington, Inc.

(5) "Affiliates" means Waste Management of Washington, Inc.'s direct and indirect parent companies, subsidiaries, Affiliated Companies, and other persons acting on its behalf. In this definition, "Affiliated Companies" means all entities that provide or may provide financial, capital, management, operational, or other support to Waste Management of Washington, Inc., and/or with which Waste Management of Washington, Inc. has or may contract or collaborate in offering or providing any of its current or proposed Services.

(6) "Biomedical Waste" shall have the meaning given in RCW § 70.95K.010(1).

(7) "Biomedical Waste Services" means all collection, transportation, treatment, or disposal services involving or relating to biomedical waste as that term is defined in RCW § 70.95K.010, and any and all separate components or elements of such services.

(8) "Services" means all collection, transportation, treatment, recycling, disposal, consulting, or other services involving or relating to any recyclable materials, garbage, refuse, or solid waste.

(9) "Application" means Waste Management of Washington, Inc.'s application, Docket No. TG-120033, for permanent authority to collect and transport for disposal Biomedical Waste in the State of Washington.

(10) "Identify," when referring to a person, requires that you give the person's name, business or occupation, job title or description, employer, business address, business telephone, and business email address.

(11) "Identify," when referring to an organization, means to give the legal name of the organization, any business or assumed name under which it does business, the address of its principal place of business, its web-site, and the office or offices of such entity which are involved in the transaction about which the data request is seeking information.

(12) "Identify," when referring to a Document, requires that you describe the document (i.e., whether it is a letter, memorandum, contract, etc.) and give its date, the name(s) or the person(s) who prepared it and the name(s) of the person(s) whose signatures are affixed or for whom signature lines were prepared if the document was unsigned, and a summary of the document's contents, and also requires that you identify all persons known to you to have control or possession of such document or copies thereof.

(13) "Relating to" or "Related to" as used in these data requests, means all matters or things which in any way discuss, pertain to, concern, regard, are logically or factually connected to, arise from, summarize, evidence, bear upon, support, negate, refer, or comment upon the subject of inquiry.

(14) "Describe" means to set out in detail every aspect of every fact, circumstance, act, omission, or course of conduct known to You, relating in any way to the matter inquired about, including, without limitation, the date and place, all information necessary to Identify each person present or connected with, or who has knowledge of the matter inquired about and any Documents Relating to the matter inquired about, and if anything was said by any person, the all information necessary to Identify each such person and each such statement, and if the statement in whole or in part was contained, reported, summarized or referred to in any Documents, all information necessary to Identify each such document.

(15) "Becton Dickinson" means Becton, Dickinson and Company together with its direct and indirect parent companies, subsidiaries, and other persons or entities acting on its behalf.

(16) "ecoFinity Sharps Recycling Services" means the BD ecoFinity™ Life Cycle Solution program, including all services that are components of this program, whether offered by Waste Management, Becton Dickinson, Talco Plastics, or another entity.

DATA REQUESTS

DATA REQUEST NO. 1:

Please Describe all Communications with the City of Seattle, King County, and/or the Washington Utilities and Transportation Commission Related to changes to or Your compliance with the biomedical waste operating plan for Your Seattle waste processing facility. Please produce all records of such Communications.

DATA REQUEST NO. 2:

Please Identify and Describe the collection, storage, and transportation vehicles or other equipment that You use in providing Your ecoFinity Sharps Recycling Services, including but not limited to vehicles or equipment used to store material at Your Seattle waste processing facility and to transport material to California for processing.

DATA REQUEST NO. 3:

Please Identify when and how frequently you have collected material in Washington for Your ecoFinity Sharps Recycling Services, how long the material collected was stored at Your Seattle processing facility, and when and how frequently such material was transported to California for processing.

DATA REQUEST NO. 4:

Please Describe the "pilot" program for Your ecoFinity Sharps Recycling Services that is being conducted or has been conducted at St. Joseph Medical Center. Please produce all records describing the services involved in that "pilot" program.

DATA REQUEST NO. 5:

Please Describe any data, results, and/or studies, interim or final, from the "pilot" program for Your ecoFinity Sharps Recycling Services that is being conducted or has been conducted at St. Joseph Medical Center. This request includes data, results, and/or studies collected and/or produced by You, Becton Dickinson, and/or St. Joseph Medical Center. Please produce records of all data, results, and/or studies described in response to this data request.

DATA REQUEST NO. 6:

Please Describe any studies Relating to Your ecoFinity Sharps Recycling Services and the content thereof, including but not limited to studies Relating to the reclamation of recyclable materials and/or the environmental impact of the ecoFinity program. This request includes studies collected and/or produced by You and/or Becton Dickinson. Please produce all studies described in response to this data request and the data on which any such studies are based, including but not limited to the "BD ecoFinity® Life Cycle Solution Environmental Life Cycle Analysis" and associated data.

DATA REQUEST NO. 7:

Please provide the following data concerning the material You collected from St. Joseph Medical Center through Your ecoFinity Sharps Recycling Services in 2011 and 2012 (to date):

- a) the total weight and/or volume of such material
- b) the total weight and/or volume of such material that was converted into recyclable pelletized plastics
- c) the total weight and/or volume of such material that was converted into recyclable metals

- d) the total weight and/or volume of such material that was not converted into recyclable materials and/or was discarded

DATA REQUEST NO. 8:

Please provide the following data concerning the material You collected through all of Your ecoFinity Sharps Recycling Services in 2011 and 2012 (to date):

- a) the total weight and/or volume of such material
- b) the total weight and/or volume of such material that was converted into recyclable pelletized plastics
- c) the total weight and/or volume of such material that was converted into recyclable metals
- d) the total weight and/or volume of such material that was not converted into recyclable materials and/or was discarded

DATA REQUEST NO. 9:

Please produce any reports generated by You, Beckton Dickinson, and/or Talco Plastics that discuss the amount of recyclable material generated by the ecoFinity Sharps Recycling Services and/or recycled into new products by Beckton Dickinson in 2011 and 2012 (to date).

DATA REQUEST NO. 10:

Please Describe any reports that are generated by You, Beckton Dickinson, and/or Talco Plastics for customers of the ecoFinity Sharps Recycling Services. Please produce a representative sample of any such reports and please produce all such reports generated for St. Joseph's Medical Center.

DATA REQUEST NO. 11:

Please produce photographs of all types of Becton Dickinson sharps containers used in connection with Your ecoFinity Sharps Recycling Services, including readable photographs of all labels and markings on such containers.

DATA REQUEST NO. 12:

Please Describe all agreements between Waste Management, Becton Dickinson, and/or Talco Plastics, including the responsibilities of each of these parties Related to the ecoFinity Sharps Recycling Services. Please produce each such agreement.

DATA REQUEST NO. 13:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for Biomedical Waste Services that utilize local waste processing facilities to facilitate generator audits of such facilities. Please Identify each such generator and produce all records of any such Communications.

DATA REQUEST NO. 14:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for biomedical waste services that utilize local waste processing facilities in order to reduce transport time and/or distance between the generator and the waste processing facility. Please Identify each such generator and produce all records of any such Communications.

DATA REQUEST NO. 15:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for Biomedical Waste Services that utilize rail transportation to transport treated Biomedical Waste for final disposal. Please Identify each such generator and produce all records of any such Communications.

DATA REQUEST NO. 16:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for a service that recycles some or all of that generator's sharps waste and/or sharps waste containers. Please Identify each such generator and produce all records of any such Communications.

DATA REQUEST NO. 17:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for Biomedical Waste Services that utilize Rehrig containers, and/or containers of 17-, 31-, and 43-gallon sizes, and/or containers with attached lids. Please Identify each such generator and produce all records of any such Communications.

DATA REQUEST NO. 18:

Please Describe the Daniels Healthcare reusable sharps container system. Please produce all records describing the Daniels Healthcare reusable sharps container system.

DATA REQUEST NO. 19:

Please state all locations within Washington State, if any, in which the Daniels Healthcare reusable sharps container system is offered and/or provided to biomedical waste generators by Waste Management.

DATA REQUEST NO. 20:

Please Identify all biomedical waste generators that use the Daniels Healthcare reusable sharps container system.

DATA REQUEST NO. 21:

Please Describe any differences between the Daniels Healthcare reusable sharps container system and Stericycle's reusable sharps container program.

DATA REQUEST NO. 22:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for the Daniels Healthcare reusable sharps container system. Please Identify each such generator and produce all records of any such Communications.

DATA REQUEST NO. 23:

Please Describe S-4 Plasma Arc Technology and/or its actual or potential use in connection with biomedical waste processing or disposal. Please produce all records describing the S-4 Plasma Arc Technology and/or its actual or potential use in connection with biomedical waste processing or disposal.

DATA REQUEST NO. 24:

Please state all locations within Washington State, if any, in which the S-4 Plasma Arc Technology is offered and/or provided to biomedical waste generators by Waste Management.

DATA REQUEST NO. 25:

Please Identify all biomedical waste generators that use the S-4 Plasma Arc Technology.

DATA REQUEST NO. 26

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for the S-4 Plasma Arc Technology. Please Identify each such generator and produce all records of any such Communications.

DATA REQUEST NO. 27:

Please Describe Agylix and/or its actual or potential use in connection with biomedical waste processing or disposal. Please produce all records describing Agylix and/or its actual or potential use in connection with biomedical waste processing or disposal.

DATA REQUEST NO. 28:

Please state all locations within Washington State, if any, in which Agylix is offered and/or provided to biomedical waste generators by Waste Management.

DATA REQUEST NO. 29:

Please Identify all biomedical waste generators that use Agylix.

DATA REQUEST NO. 30:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for Agylix. Please Identify each such generator and produce all records of any such Communications.

DATA REQUEST NO. 31:

Please Describe Your PharmEcology Services and/or their actual or potential use in connection with biomedical waste. Please produce all records describing Your PharmEcology Services and/or their actual or potential use in connection with biomedical waste.

DATA REQUEST NO. 32:

Please state all locations within Washington State, if any, in which Your PharmEcology Services are offered and/or provided to biomedical waste generators by Waste Management.

DATA REQUEST NO. 33:

Please Identify all biomedical waste generators that use Your PharmEcology Services.

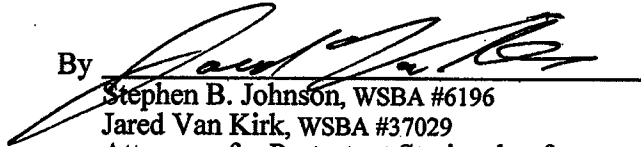
DATA REQUEST NO. 34:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for PharmEcology Services. Please Identify each such generator and produce all records of any such Communications.

DATED this 29th day of August, 2012.

GARVEY SCHUBERT BARER

By



Stephen B. Johnson, WSBA #6196

Jared Van Kirk, WSBA #37029

Attorneys for Protestant Stericycle of
Washington, Inc.

1191 Second Avenue, 18th Floor
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206-464-3939

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding by electronically transmitting this document in both PDF and Microsoft Word formats to the e-mail address for each person shown below.

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DATED at Seattle, WA this 29th day of August, 2012.


Jared Van Kirk

EXHIBIT B

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of

WASTE MANAGEMENT OF
WASHINGTON, INC.
d/b/a WM Healthcare Solutions
of Washington
720 4th Ave. Ste 400
Kirkland, WA 98033-8136

Docket No. TG-120033

**PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S SECOND DATA
REQUESTS TO APPLICANT WASTE
MANAGEMENT OF WASHINGTON,
INC. AND OBJECTIONS AND
RESPONSES THERETO**

TO: WASTE MANAGEMENT OF WASHINGTON, INC.

Pursuant to WAC 480-07-400 and 480-07-410, Protestant Stericycle of Washington, Inc. ("Stericycle") propounds the following data requests to Applicant Waste Management of Washington, Inc. ("Waste Management" or "Applicant").

INSTRUCTIONS AND DEFINITIONS

These data requests are continuing in nature, and if you obtain additional or different information after responding to them, you are required to file a supplemental response through the date of hearing. Each document requested in these data requests must be produced for inspection and copying at the offices of Garvey Schubert Barer, 1191 Second Avenue, 18th Floor, Seattle, Washington, or provided by some other mutually agreed method. Any electronic record requested in these data requests must be produced in a form and manner that is readable by conventional means and that preserves the record's metadata, including but not limited to title and subject, creation and modification dates, authors and editors, and sent and received dates. Any electronic records must be produced on a CD-ROM, DVD, or a portable hard drive.

If you object to answering any data request, in whole or in part, state your objections and state with particularity all of the factual and legal reasons supporting your objection in lieu of your answer. If you object on the ground of privilege, also state with particularity the nature and extent of all allegedly privileged matters and identify with specificity all allegedly privileged documents. If you object to answering only part of the data request, specify the part to which

you object and answer the remainder. Any objection that is not so asserted will be deemed waived.

Whenever the context in which words used in these data requests indicates or suggests that such is the intent, words in the singular shall include the plural and vice versa, words in masculine, feminine or neuter shall include each of the other genders, and the words "and" and "or" shall each mean "and/or" and be given their maximum inclusive intent.

In addition, whenever the terms set forth below appear herein, they shall be construed in accordance with the following definitions:

(1) "Documents" means any written, recorded or other graphic matter, however produced or reproduced. If a document has been prepared in several copies, or if additional copies have been made, and the copies are not identical or have undergone alteration, then each non-identical copy is a separate "document." This definition includes any paper, writing, correspondence, chart, memorandum, note, letter, report, study, statement, drafts or revision of materials, map, log entry, ledger, periodical, book, drawing, diagram, photograph, film or video recording, sketch, picture, tape recording, electronic document, email, minutes, resolution, witness statement, diagram, graph, notice, statement of account, invoice, bill, check or draft, calendar, diary, notebook, printout, file, contract or other agreement, or any other record of any type or description, and any other verbal or pictorial representation of any event or idea which has transpired, whether meant for communication to others or for personal use. "Documents" includes any record preserved in electronic form.

(2) "Communication" means any transmission of information, in any form, or in any medium, including, without limitation, documents incorporating, summarizing, or describing the contents of the transmission, meetings and discussions, telephone conversations, electronic communications, telegraphic communications, or any document containing a recording, transcription, summary or description or identifying the time, place, subject matter, medium of transmission, and/or participants in the transmission.

(3) "Person" means all entities, including any individual, firm, partnership, joint venture, corporation, association or other business enterprise.

(4) "Applicant," "You," or "Your" means Waste Management of Washington, Inc.

(5) "Affiliates" means Waste Management of Washington, Inc.'s direct and indirect parent companies, subsidiaries, Affiliated Companies, and other persons acting on its behalf. In this definition, "Affiliated Companies" means all entities that provide or may provide financial, capital, management, operational, or other support to Waste Management of Washington, Inc., and/or with which Waste Management of Washington, Inc. has or may contract or collaborate in offering or providing any of its current or proposed Services.

(6) "Biomedical Waste" shall have the meaning given in RCW § 70.95K.010(1).

(7) "Biomedical Waste Services" means all collection, transportation, treatment, or disposal services involving or relating to biomedical waste as that term is defined in RCW § 70.95K.010, and any and all separate components or elements of such services.

(8) "Services" means all collection, transportation, treatment, recycling, disposal, consulting, or other services involving or relating to any recyclable materials, garbage, refuse, or solid waste.

(9) "Application" means Waste Management of Washington, Inc.'s application, Docket No. TG-120033, for permanent authority to collect and transport for disposal Biomedical Waste in the State of Washington.

(10) "Identify," when referring to a person, requires that you give the person's name, business or occupation, job title or description, employer, business address, business telephone, and business email address.

(11) "Identify," when referring to an organization, means to give the legal name of the organization, any business or assumed name under which it does business, the address of its principal place of business, its web-site, and the office or offices of such entity which are involved in the transaction about which the data request is seeking information.

(12) "Identify," when referring to a Document, requires that you describe the document (i.e., whether it is a letter, memorandum, contract, etc.) and give its date, the name(s) or the person(s) who prepared it and the name(s) of the person(s) whose signatures are affixed or for whom signature lines were prepared if the document was unsigned, and a summary of the document's contents, and also requires that you identify all persons known to you to have control or possession of such document or copies thereof.

(13) "Relating to" or "Related to" as used in these data requests, means all matters or things which in any way discuss, pertain to, concern, regard, are logically or factually connected to, arise from, summarize, evidence, bear upon, support, negate, refer, or comment upon the subject of inquiry.

(14) "Describe" means to set out in detail every aspect of every fact, circumstance, act, omission, or course of conduct known to You, relating in any way to the matter inquired about, including, without limitation, the date and place, all information necessary to Identify each person present or connected with, or who has knowledge of the matter inquired about and any Documents Relating to the matter inquired about, and if anything was said by any person, the all information necessary to Identify each such person and each such statement, and if the statement in whole or in part was contained, reported, summarized or referred to in any Documents, all information necessary to Identify each such document.

(15) "Becton Dickinson" means Becton, Dickinson and Company together with its direct and indirect parent companies, subsidiaries, and other persons or entities acting on its behalf.

(16) "ecoFinity Sharps Recycling Services" means the BD ecoFinity™ Life Cycle Solution program, including all services that are components of this program, whether offered by Waste Management, Becton Dickinson, Talco Plastics, or another entity.

WASTE MANAGEMENT'S GENERAL OBJECTIONS

1. Waste Management objects to these Data Requests to the degree they seek supplementation beyond that which is required by the Washington Administrative Code.

2. Waste Management objects to producing information or documents which are subject to the attorney-client privilege and/or work product doctrine. Waste Management further objects to providing a privilege log for any documents generated after the filing of the Application.

3. Waste Management objects to the definition of Becton Dickinson as being not reasonably calculated to lead to the discovery of admissible evidence, overly broad and unduly burdensome.

4. Waste Management objects to the definition of ecoFinity Sharps Recycling Services as being not reasonably calculated to lead to the discovery of admissible evidence, overly broad and unduly burdensome.

DATA REQUESTS

DATA REQUEST NO. 1:

Please Describe all Communications with the City of Seattle, King County, and/or the Washington Utilities and Transportation Commission Related to changes to or Your compliance with the biomedical waste operating plan for Your Seattle waste processing facility. Please produce all records of such Communications.

Response: See WM000045-52 and WM000693-700.

DATA REQUEST NO. 2:

Please Identify and Describe the collection, storage, and transportation vehicles or other equipment that You use in providing Your ecoFinity Sharps Recycling Services, including but not limited to vehicles or equipment used to store material at Your Seattle waste processing facility and to transport material to California for processing.

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 3:

Please Identify when and how frequently you have collected material in Washington for Your ecoFinity Sharps Recycling Services, how long the material collected was stored at Your Seattle processing facility, and when and how frequently such material was transported to California for processing.

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 4:

Please Describe the "pilot" program for Your ecoFinity Sharps Recycling Services that is being conducted or has been conducted at St. Joseph Medical Center. Please produce all records describing the services involved in that "pilot" program.

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, *see* Waste Management's responses to Stericycle's first Data Requests numbers 18, 20, 26, and related documents previously produced by Waste Management.

DATA REQUEST NO. 5:

Please Describe any data, results, and/or studies, interim or final, from the "pilot" program for Your ecoFinity Sharps Recycling Services that is being conducted or has been conducted at St. Joseph Medical Center. This request includes data, results, and/or studies collected and/or produced by You, Becton Dickinson, and/or St. Joseph Medical Center. Please produce records of all data, results, and/or studies described in response to this data request.

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 6:

Please Describe any studies Relating to Your ecoFinity Sharps Recycling Services and the content thereof, including but not limited to studies Relating to the reclamation of recyclable materials and/or the environmental impact of the ecoFinity program. This request includes studies collected and/or produced by You and/or Becton Dickinson. Please produce all studies described in response to this data request and the data on which any such studies are based, including but not limited to the "BD ecoFinity® Life Cycle Solution Environmental Life Cycle Analysis" and associated data.

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 7:

Please provide the following data concerning the material You collected from St. Joseph Medical Center through Your ecoFinity Sharps Recycling Services in 2011 and 2012 (to date):

- a) the total weight and/or volume of such material
- b) the total weight and/or volume of such material that was converted into recyclable pelletized plastics
- c) the total weight and/or volume of such material that was converted into recyclable metals

- d) the total weight and/or volume of such material that was not converted into recyclable materials and/or was discarded

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks confidential business information.

DATA REQUEST NO. 8:

Please provide the following data concerning the material You collected through all of Your ecoFinity Sharps Recycling Services in 2011 and 2012 (to date):

- a) the total weight and/or volume of such material
- b) the total weight and/or volume of such material that was converted into recyclable pelletized plastics
- c) the total weight and/or volume of such material that was converted into recyclable metals
- d) the total weight and/or volume of such material that was not converted into recyclable materials and/or was discarded

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 9:

Please produce any reports generated by You, Beckton Dickinson, and/or Talco Plastics that discuss the amount of recyclable material generated by the ecoFinity Sharps Recycling Services and/or recycled into new products by Beckton Dickinson in 2011 and 2012 (to date).

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 10:

Please Describe any reports that are generated by You, Beckton Dickinson, and/or Talco Plastics for customers of the ecoFinity Sharps Recycling Services. Please produce a representative sample of any such reports and please produce all such reports generated for St. Joseph's Medical Center.

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not

reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 11:

Please produce photographs of all types of Becton Dickinson sharps containers used in connection with Your ecoFinity Sharps Recycling Services, including readable photographs of all labels and markings on such containers.

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 12:

Please Describe all agreements between Waste Management, Becton Dickinson, and/or Talco Plastics, including the responsibilities of each of these parties Related to the ecoFinity Sharps Recycling Services. Please produce each such agreement.

Response: Waste Management objects to this Data Request as being prohibited by Judge Kopta's August 8, 2012 rulings. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 13:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for Biomedical Waste Services that utilize local waste processing facilities to facilitate generator audits of such facilities. Please Identify each such generator and produce all records of any such Communications.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, Waste Management representatives have communicated orally with representatives of many of Waste Management's customers and potential customers about this subject, including the University of Washington Medical Center, Northwest Hospital, Valley Medical Center, Virginia Mason Medical Center, Peace Health's corporate office, and Providence Hospital's corporate office.

DATA REQUEST NO. 14:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for biomedical waste services that utilize local waste processing facilities in order to reduce transport time and/or distance between the generator and the waste

processing facility. Please Identify each such generator and produce all records of any such Communications.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, Waste Management representatives have communicated orally with representatives of many of Waste Management's customers and potential customers about this subject, including the University of Washington Medical Center, Northwest Hospital, Valley Medical Center, Virginia Mason Medical Center, Peace Health's corporate office, and Providence Hospital's corporate office.

DATA REQUEST NO. 15:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for Biomedical Waste Services that utilize rail transportation to transport treated Biomedical Waste for final disposal. Please Identify each such generator and produce all records of any such Communications.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, Waste Management representatives have communicated orally with representatives of many of Waste Management's customers and potential customers about this subject, including the University of Washington Medical Center, Northwest Hospital, Valley Medical Center, Virginia Mason Medical Center, Peace Health's corporate office, and Providence Hospital's corporate office.

DATA REQUEST NO. 16:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for a service that recycles some or all of that generator's sharps waste and/or sharps waste containers. Please Identify each such generator and produce all records of any such Communications.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, Waste Management representatives have communicated orally with representatives of many of Waste Management's customers and potential customers about sustainable practices, including Peace Health and the University of Washington Medical Center.

DATA REQUEST NO. 17:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for Biomedical Waste Services that utilize Rehrig containers, and/or containers of 17-, 31-, and 43-gallon sizes, and/or containers with attached lids. Please Identify each such generator and produce all records of any such Communications.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, Waste Management representatives have communicated orally with representatives of many of Waste Management's customers and potential customers about their desire for better container options than Stericycle has to offer, including Tri Cities Laboratories, Kennewick General Hospital, and Skagit Valley Hospital.

DATA REQUEST NO. 18:

Please Describe the Daniels Healthcare reusable sharps container system. Please produce all records describing the Daniels Healthcare reusable sharps container system.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, the Daniels Healthcare Reusable Sharps Container System provides heavier duty containers made of ABS plastic which have a patented horizontal drop opening that auto locks when it is full.

DATA REQUEST NO. 19:

Please state all locations within Washington State, if any, in which the Daniels Healthcare reusable sharps container system is offered and/or provided to biomedical waste generators by Waste Management.

Response: None.

DATA REQUEST NO. 20:

Please Identify all biomedical waste generators that use the Daniels Healthcare reusable sharps container system.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks confidential business information.

DATA REQUEST NO. 21:

Please Describe any differences between the Daniels Healthcare reusable sharps container system and Stericycle's reusable sharps container program.

Response: See Response to Data Request No. 18.

DATA REQUEST NO. 22:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for the Daniels Healthcare reusable sharps container system. Please Identify each such generator and produce all records of any such Communications.

Response: Waste Management has not had any such communications yet with Washington generators.

DATA REQUEST NO. 23:

Please Describe S-4 Plasma Arc Technology and/or its actual or potential use in connection with biomedical waste processing or disposal. Please produce all records describing the S-4 Plasma Arc Technology and/or its actual or potential use in connection with biomedical waste processing or disposal.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, at this time, S-4 Plasma Arc Technology has no actual or potential use with biomedical waste.

DATA REQUEST NO. 24:

Please state all locations within Washington State, if any, in which the S-4 Plasma Arc Technology is offered and/or provided to biomedical waste generators by Waste Management.

Response: None.

DATA REQUEST NO. 25:

Please Identify all biomedical waste generators that use the S-4 Plasma Arc Technology.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks confidential business information.

DATA REQUEST NO. 26

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for the S-4 Plasma Arc Technology. Please Identify each such generator and produce all records of any such Communications.

Response: Waste Management has not had any such communications yet with Washington generators.

DATA REQUEST NO. 27:

Please Describe Agylix and/or its actual or potential use in connection with biomedical waste processing or disposal. Please produce all records describing Agylix and/or its actual or potential use in connection with biomedical waste processing or disposal.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, at this time, Agylix has no actual or potential use with biomedical waste.

DATA REQUEST NO. 28:

Please state all locations within Washington State, if any, in which Agylix is offered and/or provided to biomedical waste generators by Waste Management.

Response: None.

DATA REQUEST NO. 29:

Please Identify all biomedical waste generators that use Agylix.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks confidential business information.

DATA REQUEST NO. 30:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for Agylix. Please Identify each such generator and produce all records of any such Communications.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waving these objections, Waste Management representatives have discussed Agylix with representatives of Peace Health, Virginia Mason, and Northwest Hospital.

DATA REQUEST NO. 31:

Please Describe Your PharmEcology Services and/or their actual or potential use in connection with biomedical waste. Please produce all records describing Your PharmEcology Services and/or their actual or potential use in connection with biomedical waste.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without

waving these objections, Pharmecology is a consulting and training service to help healthcare facilities manage, identify and segregate their pharmaceutical waste.

DATA REQUEST NO. 32:

Please state all locations within Washington State, if any, in which Your PharmEcology Services are offered and/or provided to biomedical waste generators by Waste Management.

Response: Lincoln Hospital and Skagit Valley Hospital.

DATA REQUEST NO. 33:

Please Identify all biomedical waste generators that use Your PharmEcology Services.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks confidential business information. Without waving these objections, *see* Response to Data Request No. 32.

DATA REQUEST NO. 34:

Please Describe all Communications from any Washington State generator of Biomedical Waste Relating to the generator's need for PharmEcology Services. Please Identify each such generator and produce all records of any such Communications.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks confidential business information. Without waving these objections, *see* Response to Data Request No. 32. Additionally, Waste Management representatives have spoken about this program with representatives of the University of Washington Medical Center and Northwest Hospital.

RESPONSES AND OBJECTIONS DATED this 13th day of September, 2012.

SUMMIT LAW GROUP PLLC

By 

Polly L. McNeill, WSBA #17437
Jessica L. Goldman, WSBA #21856
pollym@summitlaw.com
jessicag@summitlaw.com

*Attorneys for Waste Management of
Washington, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that I have this day served this document upon all parties of record in this proceeding, by the method indicated below, pursuant to WAC 480-07-150.

<p>Frona Woods Attorney General's Office of Washington PO Box 40128 Olympia, WA 98504 (360) 664-1225 fwoods@utc.wa.gov bdemarco@utc.wa.gov</p>	<p><input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email</p>
<p>Stephen B. Johnson Jared Van Kirk Garvey Schubert Barer 1191 Second Avenue, Suite 1800 Seattle, WA 98101 (206) 464-3939 sjohnson@gsblaw.com jvankirk@gsblaw.com vowen@gsblaw.com dbarrientes@gsblaw.com <i>Attorneys for Stericycle of Washington, Inc.</i></p>	<p><input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email</p>
<p>James K. Sells 3110 Judson Street Gig Harbor, WA 98335 (360) 981-0168 jamesells@comcast.net cheryls@rsulaw.com <i>Attorney for Protestant WRRRA, Rubatino, Consolidated, Murrey's, and Pullman</i></p>	<p><input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email</p>

DATED at Seattle, Washington, this 13th day of September, 2012.


 Deanna L. Schow

EXHIBIT C

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of

WASTE MANAGEMENT OF
WASHINGTON, INC.
d/b/a WM Healthcare Solutions
of Washington
720 4th Ave. Ste 400
Kirkland, WA 98033-8136

Docket No. TG-120033

**PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S FIRST DATA
REQUESTS TO APPLICANT WASTE
MANAGEMENT OF WASHINGTON,
INC. AND SUPPLEMENTAL
RESPONSES THERETO**

Subject to and without waving its previously stated objections, Waste Management of Washington, Inc. ("Waste Management") supplements its July 5, 2012 responses to Stericycle's First Data Requests as follows.

DATA REQUESTS

DATA REQUEST NO. 8:

Identify and Describe all offers and/or solicitations Relating to Your current or proposed Biomedical Waste Services that You have made to any existing or prospective customer from January 1, 2010 to the present.

Produce all Documents and Communications with actual or potential customers Relating to the offers and/or solicitations identified and described in response to this Data Request No. 8.

Supplemental Response: Marketing materials Waste Management has used in soliciting new business and advertizing its biomedical waste services are produced herewith. Jeff Norton and Jeff Daub have knowledge regarding this response.

DATA REQUEST NO. 9:

Identify and Describe all Documents and other materials you have used to advertise, promote, or otherwise make known Your current Biomedical Waste Services and all materials you intend to use for such purposes should Your Application be approved.

Produce copies of all such advertising and promotional Documents and materials.

Supplemental Response: Marketing materials Waste Management has used in soliciting new business and advertizing its biomedical waste services are produced herewith. Jeff Norton and Jeff Daub have knowledge regarding this response.

DATA REQUEST NO. 14:

Identify and Describe (a) each vehicle and any other transportation equipment You, Your Affiliates, or any independent contractor or other third party currently use in providing Biomedical Waste Services to Washington State customers and (b) any additional vehicles and other transportation equipment you intend to use in providing such Services if your Application is granted. Include in Your response a description of all features, design elements or modifications to such vehicles or equipment made for the purpose of preparing them for use to store or transport Biomedical Waste, DOT numbers, registration numbers, licensing information, signage, and vehicle markings, and state whether You own, lease, or rent the vehicle or other equipment and, if leased or rented, the name and address of the title holder.

Supplemental Response: A description of Waste Management's vehicles is produced herewith. Waste Management marks its vehicles in compliance with US DOT regulations. Jeff Norton and Jeff Daub have knowledge regarding this response.

DATA REQUEST NO. 18:

Describe any Services You offer involving the collection and transportation of sharps or sharps waste, including but not limited to any Service Relating to the BD ecoFinity Life Cycle Solution sharps program. Your answer must include, without limitation:

- (a) A statement characterizing Your Service either as involving the collection and transportation of recyclable materials unregulated by the WUTC or as involving the collection and transportation of Biomedical Waste regulated by the WUTC;
- (b) A description of the material collected and transported;
- (c) A description of the sharps containers used, including all specifications, their manufacturers, and all manufacturer's information;
- (d) A description of all treatment and disposal methods employed for the material, including sharps containers;
- (e) If You contend that any portion of the sharps, sharps waste or sharps containers are recycled, a description of the material recycled, the methods used in such recycling, the percentage of the sharps or sharps containers that is recycled, and the methods used in tracking, calculating, and/or documenting the amounts recycled;
- (f) The rates You charge for any such Services; and
- (g) The Washington State generators of Biomedical Waste to whom you provide any such Services.

Produce copies of all contracts, agreements, purchase orders, invoices, Communications, or other Documents describing or otherwise Related to any Services Identified in response to this Data Request No. 18.

Supplemental Response: Waste Management autoclaves the majority of sharps waste collected. Approved sharps containers are deposited into Waste Management's lined, reusable tubs and are transported to the Seattle processing plant for autoclaving. The sterilized sharps are then transported to Columbia Ridge or Greater Wenatchee Landfill for final disposal. BD ecoFinity is a sharps recycling program rolled out to hospitals in 2011 by Waste Management and Becton Dickenson. Waste Management collects full sharps containers weekly from St. Joseph Medical Center in Bellingham. The contract with St. Joseph Medical Center is produced herewith. The sharps containers are delivered to the Seattle processing facility and are loaded to 1-yard Gaylord's, placed on a 53' trailer and transported to Vernon, California for processing in a Red Bag Solutions machine. The sterilized, washed and shredded sharps containers and their contents are then sent to Talco Corporation where the material is separated utilizing float/sink technology. The plastics recovered in this process are pelletized and used in the remanufacturing of sharps containers. In May and June 2012, recycled sharps and sharps containers yielded between 17% and 28% of the recycled product. Waste Management accepts all approved sharps and sharps containers under both its BD ecoFinity program and its regulated biomedical waste program. Waste Management charges competitive market rates for its BD ecoFinity program and tariff rates for its regulated biomedical waste program. Jeff Daub, Jeff Norton and Tim Tucker have knowledge regarding this response.

DATA REQUEST NO. 20:

Describe each offer, solicitation, meeting, negotiation, or other Communication, and any agreement, contract, or other understanding reached or in effect, within the past 24 months Related to (1) Your Biomedical Waste Services, (2) Your Services Related to the collection, transportation or recycling of recyclable materials, and (3) Your rates or charges for any of such Services, with or involving any representative of each of the following:

- (a) Skagit Valley Hospital (Mt. Vernon)
- (b) Northwest Hospital (Seattle)
- (c) St. Joseph's Hospital (Bellingham)
- (d) Sacred Heart Hospital (Spokane)
- (e) Holy Family Hospital (Spokane)
- (f) Pathology Associates Medical Laboratories.

Produce all Communications, notes, reports, contracts, agreements, or other Documents Related to any offer, solicitation, meeting, negotiation, or other Communication, or any agreement, contract or understanding referenced in this Data Request No. 20.

Supplemental Response: The contracts with these entities along with the one email exchange which is responsive are produced herewith. Waste Management does not perform recycling services for Sacred Heart Medical Center, Holy Family Hospital, or Pathology Associates

Waste Management now provides biomedical waste service.
Dissatisfied with Stericycle's services because Stericycle missed pickups, left containers behind, and had rude drivers.

- University of Washington
Emily Newcomer, Recycling and Solid Waste Manager
206-685-8928
Dissatisfaction was communicated orally.
Waste Management and Stericycle both provide biomedical waste service.
Dissatisfied with Stericycle's customer service, would like to consolidate all of its biomedical waste with one service provider for the sake of administrative efficiency, and would like there to be competition among service providers to ensure the best price for generators.

Jeff Norton and Jeff Daub, along with each of the individuals identified above, have knowledge regarding this response.

DATA REQUEST NO. 25:

Describe any Biomedical Waste Service You offer or propose to offer that You contend will fill any need described in response to Data Request No. 24.

Supplemental Response: Waste Management will offer competition against Stericycle and a choice for generators for statewide service, offering more complete customer service, local processing, and sharps recycling for large hospitals or rural hospitals. Jeff Norton and Jeff Daub have knowledge regarding this response.

DATA REQUEST NO. 26:

Describe any contention that You offer or will offer Biomedical Waste Services to Washington State generators that are different from those offered by Stericycle or that You believe are or would be superior in any respect to the Biomedical Waste Services offered by Stericycle.

Supplemental Response: Waste Management's treatment facility in Seattle is closer to most of the facilities generating medical waste in Washington than is Stericycle's treatment facility in Lewis County. This includes generators in King, Pierce, Snohomish and Spokane Counties which represent the large majority of biomedical waste. Less travel time for untreated waste from the generator to the treatment facility reduces the risk of liability and the environmental impact of the transportation. Waste Management also has the ability to utilize rail for final disposal, further reducing the number of trucks on the road. Moreover, proximity to the treatment facility makes it more convenient for generators to perform audits on their service provider. Waste Management offers an upgraded containment system for generators including 17-, 31-, and 43-gallon containers with attached lids made by Rehrig. Stericycle only began offering these containers to generators when Waste Management began competing with Stericycle in the G-237 territory and, presently, only offers these containers to generators who

specifically ask for them. Additionally, Waste Management is currently piloting various projects which will offer more sustainable ways to handle biomedical waste, including the BD ecoFinity program to recycle sharps containers (after rendering them non-infectious) and to reclaim the plastics and metals, the Daniels Healthcare reusable sharps container system which reuses sharps containers up to 600 times, the S-4 Plasma Arc Technology which converts any type of waste into synthetic gas and a glass product, and Agylix which converts all types of plastics to synthetic crude oil. Jeff Daub, Jeff Norton and Tim Tucker have knowledge regarding this response.

DATA REQUEST NO. 29:

Provide income statements and itemize Applicant's revenues and expenses for WM Healthcare Solutions of Washington and/or Applicant's current Biomedical Waste Services business for its most recent complete fiscal year and for the year to date. Please present such information in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file with the Washington Utilities and Transportation Commission under WAC 480-70-071. Please separately itemize the revenues and expenses associated with Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste.

Supplemental Response: Income statements are being produced herewith. Michael Weinstein has knowledge regarding this response.

DATA REQUEST NO. 32:

Describe the amount and sources, internal and external, of funds, financing, borrowing, or other financial or capital support that are available to WM Healthcare Solutions of Washington and/or Your Biomedical Waste Services business for the capital investment and operating capital required to support Your Biomedical Waste Services.

Supplemental Response: Waste Management of Washington, Inc. is the wholly-owned subsidiary of Waste Management, Inc. Waste Management, Inc. stands fully behind its Washington subsidiary's application for statewide biomedical waste authority and is committed to providing the financial support necessary to grow this start-up business to profitability. Waste Management, Inc.'s annual report for 2011 showing the corporate parent's financial wherewithal is produced herewith. Michael Weinstein has knowledge regarding this response.

DATA REQUEST NO. 38:

Identify by court, agency, case number and date of filing and Describe all lawsuits or administrative complaints, investigations or proceedings to which You or WM Healthcare Solutions, Inc. have been made a party since January 1, 2009.

Produce all Documents Relating to any lawsuits or administrative complaints, investigations or proceedings identified in response to this Data Request No. 38.

SUPPLEMENTAL RESPONSES DATED this 27th day of July, 2012.

SUMMIT LAW GROUP PLLC

By 

Polly L. McNeill, WSBA #17437
Jessica L. Goldman, WSBA #21856
pollym@summitlaw.com
jessicag@summitlaw.com

*Attorneys for Waste Management of
Washington, Inc.*

EXHIBIT D

BD ecoFinity™

Life Cycle Solution

Powered by an alliance with Waste Management®



Now single-use can be both safe and sustainable

Every year, US hospitals use billions of BD syringes, catheters and other single-use medical devices to treat patients safely. Until now, there has not been an environmentally sustainable way to manage the disposal of these devices.

The BD ecoFinity Life Cycle Solution can help hospitals achieve their sustainability goals by safely and economically recycling 70% or more of their sharps waste stream.*



Helping all people
live healthy lives

*Data on file at BD.

WM000174

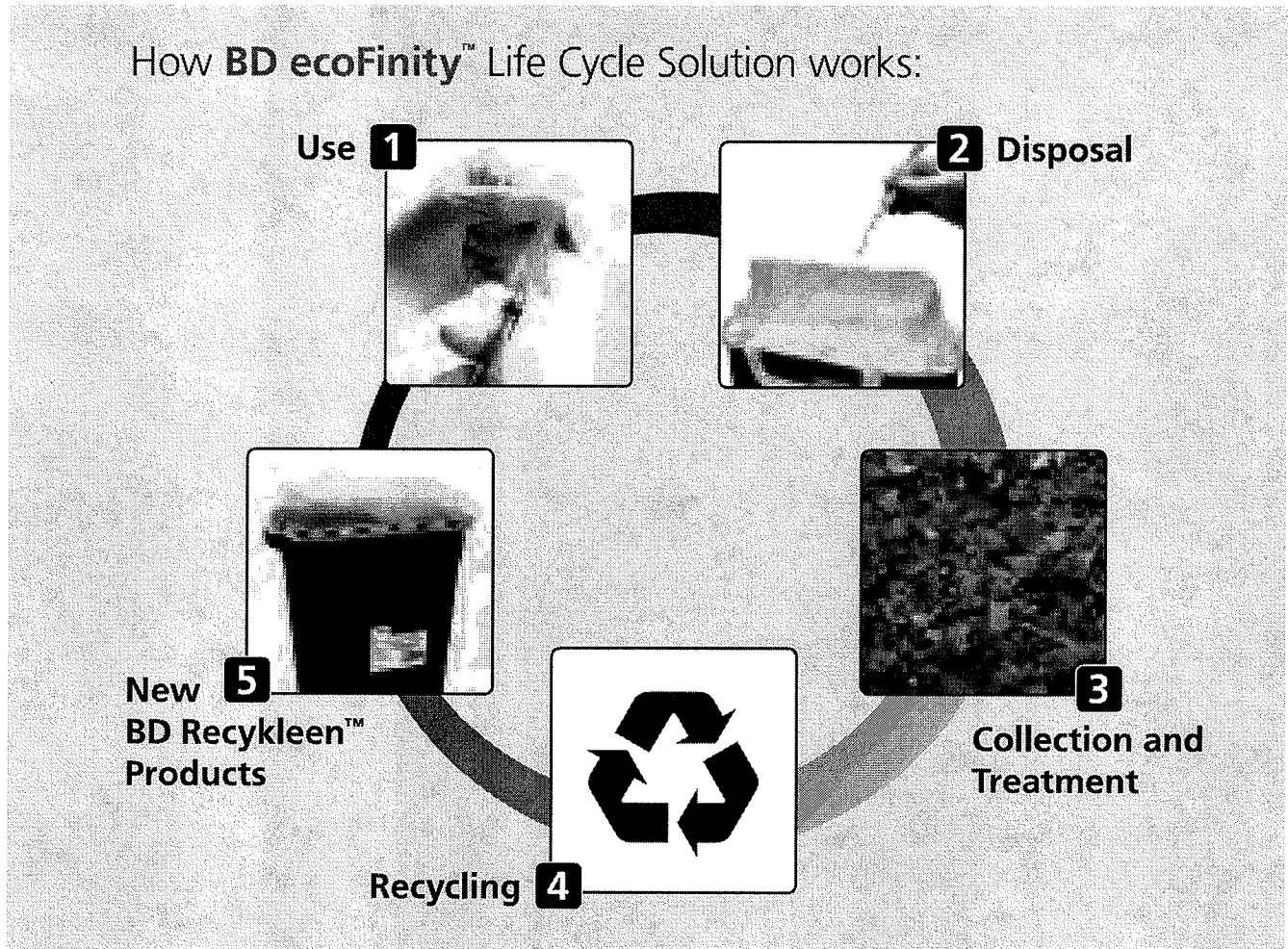
BD ecoFinity™

Life Cycle Solution

Powered by an alliance with Waste Management®

Waste diverted. No compromise.

How **BD ecoFinity™** Life Cycle Solution works:



To learn more about how this healthcare sustainability solution can benefit your organization, call 1.866.803.7554 or visit www.bd.com/ecoFinity.



Helping all people
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WM000175

EXHIBIT E



**WM HEALTHCARE SOLUTIONS
INTEGRATED CONTRACT AND SERVICES
AGREEMENT**

This INTEGRATED CONTRACT AND SERVICES Agreement ("Agreement") is entered effective as of the date last executed below on the signature page ("Effective Date"), by and between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital, a Mount Vernon, WA ("Customer") with reference to the following facts:

A. WMHS is in the business of providing full service consulting and management services to health care institutions and ancillary business enterprises with regard to maximizing value and increasing the Customer's satisfaction with respect to the Services represented in the various Attachments of this Agreement;

B. Customer wishes to retain WMHS to perform certain consulting, management and other services pursuant to the terms set forth herein, and WMHS wishes to provide such services to Customer on such terms;

NOW, THEREFORE, the parties agree as follows:

1. **Services.** WMHS, itself or through its affiliates and subcontractors, shall have the exclusive right to provide the Customer the specified services set forth in an Attachment(s) (the "Services"). Each service shall have its own Attachment. Should the Customer desire WMHS to perform additional services, the relevant attachment(s) shall be prepared, signed by both parties, and attached to this Agreement. The terms of each Attachment and any amendments or supplements thereto are hereby incorporated by reference herein in their entirety, and the specific terms of a particular Attachment shall control if such terms differ from the terms of this Agreement, as these services may include the management of various waste streams. Unless specified otherwise in an Attachment to this Agreement, Customer represents and warrants that it is fully aware of the type and character of the wastes it generates, and Customer acknowledges that it has the undeleagable duty to ensure proper classification, segregation, packaging and storage prior to pick up of each of its waste streams. Notwithstanding anything contained in this Agreement or any Attachment to the contrary, to the extent that WMHS is simply being appointed to act solely as a billing agent on behalf of the Customer for a particular waste stream(s), WMHS is only assuming the role of an agent for a disclosed principal and shall have no liabilities arising out of existing agreements between Customer and its vendors (if applicable, see Pricing Schedule Attachment). To the extent that WMHS is solely acting as an agent for Customer with respect to billing and invoice management for services rendered to Customer by other third party vendors, WMHS shall be appointed by Customer as an agent to act on its behalf in the management of any existing contracts with third party waste management vendors, Customer agrees to provide written instruction to each third party vendor to recognize the authority of WMHS to act on behalf of Customer, and WMHS will provide assistance in accomplishing notification of third party vendors. Customer agrees to indemnify, save harmless and defend WMHS and its affiliates from, and accepts full responsibility for, any and all liability arising out of the use of its vendor's services.

The Agreement includes an Attachment that lists the

locations of the Customer where Services will be provided. Such list of locations may be amended from time to time by the parties in writing. This Attachment is hereby incorporated by reference herein in its entirety.

2. **Proper Waste.** Customer acknowledges and understands that WMHS may enter into contracts with third party Service Providers ("Service Provider") to provide selected services including, but not limited to, the transport and/or disposal of certain waste streams generated by Customer and specifically identified, defined and made subject to this Agreement by virtue of the signed Attachment relating thereto ("Proper Waste"). Customer agrees to not deposit into Service Provider's or WMHS' equipment or place for collection any waste of a type not specifically covered by the Attachment. Any waste other than Proper Waste constitutes "Excluded Waste". If requested by WMHS, Customer shall provide WMHS or Service Provider with a Profile Sheet describing all waste materials with respect to which Services will be performed and, when required by WMHS or Service Provider, a representative sample of such waste materials. Customer shall update such information immediately upon becoming aware of any material change in the type or characteristic of the waste. Profile Sheet means a form provided by WMHS, which Customer shall complete describing in detail the nature and characteristics of Customer's waste materials. Profile sheets shall be submitted to WMHS for review and approval prior to commencement of services.

3. **Fees.** Customer shall pay the fees for the Services as set forth on the Attachment(s). Fees shall be invoiced on a monthly basis, and shall be due and payable net fifteen (15) days from the date of invoice. Interest shall be due at the rate of one and one-half percent, or such lower rate as may be required by law, per month or fraction thereof on all amounts past due.

4. **Fee Adjustments.** Unless specified otherwise in an Attachment to this Agreement, because disposal and fuel costs constitute a significant portion of the cost of the services to be provided hereunder and because contracts with other Service Providers may enable the Service Provider to increase the rates the Service Provider charges to WMHS, Customer agrees that WMHS may pass on to it under this Agreement any cost increases it directly incurs, or is obligated to pay to Service Providers under its Agreements with them, and related to Customer's Proper Waste. Such cost increases may also be due to any increase in disposal or fuel costs; any change in the composition of the Proper Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc., or increases in other governmental charges assessed against or passed through to WMHS (other than income or real property taxes). Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the written consent of Customer. All rate adjustments as provided above shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of receipt of each invoice from Company. To the extent that WMHS is acting solely as a billing agent on behalf of Customer for a particular waste stream(s), vendor invoices shall be managed as provided in the Pricing Schedule Attachment and the applicable addendum. In the event that WMHS commences to provide direct collection, transportation, treatment and/or disposal services, fees



for those direct services shall be mutually agreed upon in writing by the parties prior to commencement of service.

5. Title. WMHS or the Service Provider shall acquire title to the Proper Waste when it is loaded into WMHS' or Service Provider's truck. Title to and liability for any Excluded Waste shall remain with the Customer.

6. Excluded Waste. In the event Customer delivers Excluded Waste to WMHS or a Service Provider, Customer shall, at its sole cost, immediately remove or arrange to have the Excluded Waste removed from the control or property of WMHS or the Service Provider. If the rejected waste is not so removed within three (3) days from delivery, WMHS or the Service Provider shall have the right and authority to handle and dispose of the Excluded Waste. Customer shall pay and/or reimburse WMHS or the Service Provider for any and all costs incurred as a result of or relating to their handling and disposition of the Excluded Waste, including, without limitation, costs of inspection, testing, analysis, handling, treatment and disposal, as well as internal costs incurred by WMHS in managing such an Excluded Waste event. In addition, Customer expressly agrees to defend, indemnify and hold harmless WMHS and Service Provider from and against any and all damages, penalties, fines and liabilities resulting from or arising out of, the delivery of Excluded Waste to WMHS or Service Provider.

7. Term. This Agreement shall commence on the Effective Date, and shall continue for an initial term of two (2) years from the date that Services first begin for any Proper Waste. This agreement will be extended for three (3) years beyond the initial term after evaluation of pricing and services by Customer, the extension will be signed by both parties and any pricing adjustments that are to be applied will be noted in the extension. In the event, the extension is not signed by the end of the initial term, this agreement will be in effect on for additional 6-month terms until the extension is executed or agreement is canceled in accordance with section 22.

8. Lease of Equipment. To the extent that, in conjunction with the Services, Customer elects to lease any equipment from WMHS for the storage or processing of waste or recyclable materials, Customer and WMHS shall enter into WMHS' form of Lease Agreement and any such transaction shall be separately governed by the terms thereof.

9. Equipment in General. The equipment, materials and improvements provided by WMHS to Customer or its agents, or for WMHS' use on Customer's property (the "Equipment") in performance of services hereunder shall remain the property of WMHS and Customer shall have no interest in such Equipment. Customer acknowledges that it is responsible for all loss and damage to the Equipment not caused by WMHS (except for normal wear and tear). Customer shall not overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose.

10. Relationship of Parties. WMHS shall be deemed for all purposes to be an independent contractor, and nothing contained herein shall be construed as creating any relationship of employment, partnership, agency (express or implied), joint venture or similar arrangement between WMHS and the Customer.

11. Waste Transportation and Disposal. Except as provided otherwise in an Attachment, nothing contained within this Agreement shall be construed or interpreted as requiring WMHS to assume the status of (i) a generator, (ii) arranger or (iii) a storage, treatment or disposal facility as those terms are defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., and any other applicable federal or state statutes, regulations, or rules. The Customer hereby acknowledges that while WMHS will offer complete waste solutions, the Customer is responsible for the nature and content of the waste it generates.

12. Independent Contractor. WMHS shall perform the Services in its capacity as an independent contractor and in such capacity will select and contract with waste haulers, transportation agents, and other third parties, and will advise regarding the selection and use of certain equipment and ultimate disposal sites for waste material. Neither Customer nor WMHS, nor their directors, officers, agents, employees or representatives, shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other.

13. Customer Warranties: Unless specified otherwise in an Attachment to this Agreement, Customer represents and warrants to WMHS:

a. The description of and specifications pertaining to its waste materials in a profile sheet or other descriptions is and at all times will be true and correct in all material respects, and waste materials tendered to WMHS or Service Provider will at all times, including, without limitation, at the time of recertification of the waste materials, conform to the description and specifications contained in the profile sheet. Customer will immediately advise WMHS upon discovery of any material change in the nature or type of the waste material.

b. Customer has made available to WMHS or Service Provider all information it has regarding the waste materials, and if Customer receives information that the waste materials described in the profile sheet present, or may present, a hazard or risk to persons or the environment not reasonably disclosed in the profile sheet, Customer will promptly report such information to WMHS and Service Provider;

c. If Customer is not the Generator of the waste materials (with Generator as defined by federal, state and local laws), Customer has all necessary authority to enter into this Agreement with respect to the waste materials;

d. Customer is under no legal restraint which prohibits the transfer of possession of such waste materials to WMHS;

e. Customer shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations and Company policies, and shall provide WMHS and Service Provider a safe work environment for Services performed on any premises owned or controlled by Customer including but not limited to if WMHS or Service Providers will be sorting or managing waste for Customer. Customer shall provide WMHS or Service Providers applicable facility safety rules and policies;

f. If WMHS or Service Provider requests that work areas be secured, Customer will be solely responsible for securing such



work areas and for preventing anyone other than Contractor personnel from entering the designated work areas.

14. WMHS Warranties: WMHS represents and warrants to Customer that:

a. WMHS or Service Provider is engaged in the business of performing Services with respect to waste materials and has developed the requisite expertise to perform the Services agreed to by Customer and WMHS herein;

b. All WMHS or Service Provider vehicles and each Facility utilized to perform Services herein shall have all permits, licenses, certificates or approvals required under applicable laws and regulations for such Services; and

c. WMHS and Service Provider will perform Services for Customer in a safe and workmanlike manner, and in compliance with all statutes, ordinances, laws, orders, rules and regulations applicable to the Services.

15. Damage to Pavement/Equipment. WMHS shall not be responsible for damage to Customer's pavement or other driving surface due to the weight of the WMHS's vehicles. Any equipment supplied will remain WMHS's property. Customer will be responsible for any loss or damage resulting from Customer's use, possession or handling of the equipment, except for normal wear and tear. Customer will use the equipment only for its intended purpose and will not overload by weight or volume, move or alter the equipment and will take reasonable precautions to prevent others from doing the same. On collection day, Customer will provide unobstructed access to the equipment, and if the equipment is inaccessible or overloaded, Customer's service will be subject to an additional charge.

16. Negligence or Damage Caused by WMHS. WMHS shall indemnify, defend and hold Customer and its directors, officers, employees, agents and representatives harmless from and against any and all costs, losses, damages or expenses (excepting only consequential or liquidated damages) resulting from the negligence, intentional misconduct, breach of this Agreement or violation of law of WMHS' directors, officers, agents, employees or representatives performing services under this Agreement.

17. Hazardous Substances Indemnification. With respect to Proper Waste delivered by Customer and disposed of at a disposal facility owned and operated by WMHS or its parent, affiliate or subsidiary, WMHS agrees to indemnify, defend and hold harmless Customer for all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, and expenses (including but not limited to reasonable attorneys' and experts' fees) of any kind whatsoever paid, incurred, or suffered by or against Customer arising from or attributable to any repair, clean up, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (CERCLA), or other similar federal, state or local law or regulations. This indemnity is intended to operate as an agreement of WMHS pursuant to Section 107(e) of CERCLA and any other relevant and applicable similar state law, rule or regulation to defend, protect, hold harmless and indemnify Customer.

18. Negligence or Damage Caused by Service Providers. WMHS shall not be liable to Customer under any theory of recovery (including without limitation, negligent selection) for any cost, loss, damage, or expense as a result of the actual performance, malfeasance, negligence, intentional misconduct, breach of any agreement or violation of law, of Service Provider, its directors, officers, employees, agents or representatives. Customer acknowledges that its remedy in such situations is to pursue the Service Provider to recover its costs, losses, damages or expenses.

19. Negligence or Damage Caused by Customer. Customer shall indemnify, defend and hold WMHS and its directors, officers, employees, agents, and representatives, and specifically including any Service Provider, harmless from and against any and all costs, losses, damages or expenses resulting from the negligence, intentional misconduct, breach of this Agreement or violation by Customer's directors, officers, employees, agents or representatives performing services under this Agreement. For example but not by limitation, failure to properly segregate, mark and package Proper Waste; or the tender of any Excluded Waste shall serve as the basis for Customer's indemnity under this paragraph, unless specified otherwise in an Attachment to this Agreement.

20. Confidentiality and Use of WM Materials. The parties acknowledge the competitive nature of the waste collection, transportation and disposal industry and agree that each of the parties derives a commercial benefit if the financial terms of their relationship are not discussed publicly or widely known. Accordingly, each of the parties hereto agrees to use its best efforts to keep the financial terms and conditions of this Agreement secret and confidential and to not publicly disclose such terms to any third party unless required to do so by law. At the expiration or termination of this Agreement, Customer shall promptly return to WMHS, or destroy and provide certification thereof if requested by WMHS, all materials, writings, posters, guidelines, instructions, equipment, models, mechanisms and the like obtained from or through WMHS or owned by WMHS or its affiliates, including, but not limited to, all WMHS or its affiliates' confidential information.

21. Force Majeure. In the event either party shall be prevented from performing its obligations hereunder due to governmental or administrative prohibitions, labor difficulties (including a breach or termination of its agreements with a Service Provider), acts of God, acts of public enemy, terrorist acts, riot, accidents, breakdown of equipment, weather conditions, delivery interruptions, or other causes beyond such party's control, the party so prevented shall, upon notice to the other party, be thereafter released from its obligations so long as such causes shall continue.

22. Termination: Liquidated Damages
Unless specified otherwise in an Attachment to this Agreement, (a) Either party may terminate this Agreement prior to the end of its then current term by providing ninety (90) days advance written notice to the other party of its material breach of this Agreement, such termination to be effective only if the other party fails to reasonably cure such alleged material breach within such ninety (90) day period (or, if the nature of the breach is such that a cure would reasonably take longer than 90 days, the contract will remain in effect so long as the breaching party promptly commences a cure and diligently pursues same until a cure is achieved). Such a termination shall not have the effect of



terminating the Customer's obligation to pay WMHS any fees resulting from WMHS' Services pursuant to a particular Attachment.

(b) If Customer breaches any material term or condition of this Agreement, including failure to pay on a timely basis, or if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization, dissolution, or similar law, or makes an assignment for the benefit of its Customers or if WMHS deems itself insecure as to payment the same shall constitute a default of this Agreement ("Default") and WMHS may terminate this Agreement for cause by delivering written notice of termination.

(c) If Customer terminates this Agreement for any reason other than as specified herein, or in the event WMHS terminates this Agreement as a result of Customer's Default, Customer shall pay liquidated damages calculated as follows: (1) if the remaining Initial Term or Renewal Term under this Agreement is six or more months, Customer shall pay an amount equal to its average monthly billings over the last six months, multiplied by six; (2) if the remaining Initial Term or Renewal Term under this Agreement is less than six months, Customer shall pay its average monthly billing over the last six months multiplied by the number of months remaining in the Initial Term or Renewal Term. Customer acknowledges that actual damage to WMHS in fact occurs when Customer defaults under this Agreement, and that the damage is difficult to fix or prove. Accordingly, the foregoing liquidated damage provision is reasonable and commensurate with the anticipated loss to WMHS and is an agreed fee, not a penalty. Collection of liquidated damages by WMHS shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

23. No Brokers. Customer acknowledges that WMHS shall be obligated to take directions solely from Customer and authorized employees of Customer with regard to the subject matter of this Agreement; and WMHS shall not recognize any real or perceived claim of authority by, or be required to respond to, any third parties who may claim to have an agency or brokerage agreement to act on behalf of Customer.

24. Vendors: On behalf of the Customer, WMHS shall work with its own affiliates and subcontractors, and the qualified vendors who have been awarded service contracts with the Customer and coordinate activities associated with service transition with incumbent providers where applicable, to monitor and supervise equipment installation, service start up and ongoing operations. WMHS will evaluate subcontractor and vendor performance. As vendor contracts expire, WMHS will provide service through its affiliates or subcontractors or assist the Customer in procurement and negotiation of new vendor contracts. WMHS will provide initial and on-going management and coordination of in-service training to be furnished by the specific third party vendor associated with any of the services provided under this Agreement.

25. Billing Agent: WMHS shall work as "billing agent" for all services. Customer will provide information regarding existing agreements Customer has with other service providers where the waste stream is assigned to WMHS (including contract expiration dates, service information and cost), a signed letter of authorization to send to the service providers notifying them of WMHS' involvement in managing their services as Customer's agent, and a letter of introduction for WMHS to present to each facility manager on WMHS' first visit to each of Customer's sites, if applicable. Billing for services

provided prior to the Effective Date will be the responsibility of the Customer.

26. Waste Services Invoice: Provided that WMHS receives monthly invoices from its affiliates and subcontractors in a timely manner, WMHS shall audit, review for service accuracy and contract compliance, and consolidate such invoices into one "waste services invoice", that may include any other waste streams indicated in attached attachments and will provide the aggregated waste services invoice to Customer.

27. Reporting: WMHS will establish with the Customer a customized report format that will allow the Customer to access source data on-line and query the information to create specific reports applicable to the operations.

28. Sustainability Initiatives: WMHS personnel will identify and implement best-in-class alternatives for waste minimization, beneficial reuse, waste diversion, and recycling procedures. In this regard, WMHS will provide:

- a. Initial and on-going continuing education, internal messaging and communications necessary to support these protocols.
- b. External "operations management" that will include the supervision and responsibility to insure both the quality and timely delivery of services provided by the vendor partners. WMHS will provide one point-of-contact for all vendor relationships and will create service protocol that will mitigate service deficiencies and create problem resolutions procedures. WMHS will work with designated hospital staff to ensure the coordination and expediency of all services provided.
- c. Internal "operations management" (internal client stakeholders) that will include the identification and development of enhanced internal operation procedures relevant to the handling of all of the included waste categories. WMHS will help with the establishment and management of internal "green teams" that will directly support and promote all sustainability initiatives defined by the institution.

29. Non-Solicitation of Service Providers. Without prior written consent from WMHS, Customer will not solicit, directly or indirectly, the Services from Service Providers during the term of the Agreement and for 90 days after the termination of the Agreement.

30. Changes in Scope of Services. The parties agree that changes to the initial scope of services are best made in writing. However, the parties acknowledge that there may be circumstances when a written change order may not be possible at the time when such change order is needed. If Customer's representative (whom we believe in good faith is authorized by Customer) verbally requests WMHS or Service Provider to perform services which are not part of the initial scope of Services and WMHS or Service Provider agrees verbally to perform those additional services, Customer agrees that the



request and WMHS or Service Provider's acceptance will constitute a change order and the fees shall be adjusted accordingly. The parties further agree that, as soon as convenient thereafter, the parties will put the verbal change order in writing, to be signed by the parties.

31. **Insurance.** Each party shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance covering activities performed under, and contractual obligations undertaken in, this Agreement.

COVERAGE	LIMITS
Worker's Compensation	Statutory \$1,000,000
Employer's Liability	\$1,000,000 per occurrence
General Liability (bodily injury/property damages)	\$5,000,000 combined; single limit
Automobile Liability (bodily injury/property damages)	\$2,000,000 per occurrence
Pollution Liability	\$3,000,000 per occurrence; \$6,000,000 aggregate

Prior to commencing the Services, each party shall furnish to the other party certificates of the insurance required in the above sections. Such certificates shall provide that thirty (30) days written notice shall be given to the other party prior to cancellation of or material change in the coverage. Each party shall name the other party as an additional insured to the extent of their indemnity obligation on their respective General Liability and Automobile Liability Insurance policies. FAILURE OF WMHS OR CUSTOMER TO PROVIDE INSURANCE AS HEREIN REQUIRED OR FAILURE OF WMHS OR CUSTOMER TO REQUIRE EVIDENCE OF INSURANCE OR TO NOTIFY THE OTHER PARTY OF ANY BREACH OF THE REQUIREMENTS OF THIS SECTION SHALL NOT BE DEEMED TO BE A WAIVER OF ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT, NOR SHALL THEY BE DEEMED TO BE A WAIVER OF THE OBLIGATIONS TO DEFEND, INDEMNIFY, AND HOLD HARMLESS AS REQUIRED HEREIN.

32. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the services are to be performed and shall be enforced to the fullest extent permissible (including, but not by way of limitation, by injunction) under the laws applied by the courts in each State and jurisdiction in which enforcement is sought.

33. **Severability.** If any one or more of the provisions of this Agreement shall be declared invalid, void or unenforceable, the same shall not affect the validity or enforceability of any other provisions of this Agreement.

34. **Binding Agreement Assignment.** This Agreement shall be binding upon and inure to the benefit of WMHS and the Customer and their respective successors and assigns; provided however, that this Agreement may not be assigned by Customer without the prior written consent of WMHS.

35. **Notice.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or mailed, by certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to WMHS:

WM Healthcare Solutions
1001 Fannin Street
Houston, TX 77002
Attn: General Counsel
Facsimile: 713 209-9710

If to Customer:

Skagit Valley Hospital
1415 E. Kirtland
Mount Vernon WA 98273

36. **Entire Agreement.** This Agreement including any Attachments hereto, constitutes the entire agreement of WMHS and the Customer with respect to the subject matter hereof, and supersedes any previous agreement or understandings; written or oral. This Agreement may not be modified except in writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as the last date executed below.

WMHS:

By: Michael P. McInerney, President, WM Healthcare Solutions, Inc.

Date: _____

Customer:

By: [Signature]
Name & Title: Lori J. Daisley, MD

Date: 10/15/11



Addendum A

Solid Waste Management

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated September 1, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November 1, 2011 ("Effective Date").

- 1. Services: WMHS shall begin the exclusive collection, management, transportation, disposal, and treatment of Solid Waste (as defined in Attachment 3).

Table with 6 columns: Plant Name, Address, Equipment, Location, Rate Per Pull, Rate per Ton. Rows include Skagit Valley Hospital, Skagit Valley Hospita-Kidney, and SKAGIT VALLEY HOSPITAL.

- 2. Flat Monthly Rate: (if applicable, see Pricing Attachment 2)

- 3. Volume:

It is understood and agreed that the rate above is based on a total annual volume not to exceed the following volumes by waste stream as measured by WMHS:

- a. (453) tons annually, 90 pulls annually

Additional weight exceeding ten percent (10%) of the stated annual amount shall be billed at the following rates:

- i. (\$300) ton

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: [Signature]

Print Name: _____

Print Title: _____

Print Title: _____

Date: 10/13/11

Date: _____



Addendum B

Recycling Services

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated July 25, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November 1, 2011 ("Effective Date").

- 1. Services: WMHS shall begin the exclusive collection, management, transportation, disposal, and treatment of Recycling Services (as defined in Attachment 3).

Table with 5 columns: Plant Name, Address, Equipment, Rate per Pull, Rate per ton. Row 1: Skagit Valley Hospital, 1415 E. Kincaid, Mount Vernon, WA, 98273, 8 y FEL plastic, Included, 8y FEL Cardboard.

- 2. CUSTOMER/Hospital retains responsibility of supplying interior collection containers for collection of the recyclable materials.
3. Additional Terms: Customer represents and warrants that it shall provide materials in accordance with WMHS specifications ("Specifications") set forth in the Exhibit R-1. In the event that the Recyclable Materials do not meet Specifications, Customer shall have the sole responsibility for any resulting settlement or adjustments. Except as specifically provided herein, Recyclable Materials specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste fires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other waste not approved in writing by WMHS or other waste stated in the Exhibit R-1 as Excluded Waste (collectively, "Excluded Waste"). Title to and liability for Excluded Waste shall remain with Customer at all times. Title to Recyclable Materials shall vest in WMHS at time of pick-up or delivery. Customer warrants that the Recyclable Materials conform to the Specifications and that Customer has good title to the Recyclable Materials delivered, and that title to the same is conveyed free from liens, encumbrances, and security interests. Customer further warrants that, except as permitted herein, none of the Recyclable Materials under this Agreement constitutes or contains any Excluded Waste or that it contains any liquids or other objectionable substances.

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent
Print Name: [Signature]
Print Title: [Signature]
Date: 10/15/11

By: _____
Authorized Agent
Print Name: _____
Print Title: _____
Date: _____



Addendum C

Regulated Medical Waste

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated September 1, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November 1, 2011 ("Effective Date").

- 1. Services: WMHS shall begin the exclusive collection, management, transportation, disposal and treatment of Regulated Medical Waste (as defined in Attachment 3).

Table with 6 columns: Plant Name, Address, Equipment, Location, Price per container [unless flat rate], Price per Pound [unless flat rate]. Row 1: Skagit Valley Hospital, 1415 E Kincaid Mount Vernon, WA, 2017 gallons, 30-32 gallons, 20-43 gallons, Hospital, Included in Flat Monthly, Included in Flat Monthly. Row 2: 10-30 gallon boxes.

- 2. Flat Monthly Rate: (if applicable, see Pricing Attachment 2)

- 3. Volume:

It is understood and agreed that the rate above is based on a total annual volume not to exceed the following volumes by waste stream as measured by WMHS:

- a. (3000) containers annually (at hospital)

Additional volume exceeding ten percent (10%) of the stated annual amount shall be billed at the following rate:

- (i) Per most current Waste Management/Washington State approved tariff rates

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: [Signature]

Print Name: _____

Print Title: [Signature]

Print Title: _____

Date: [Signature]

Date: _____



Addendum E

Confidential Documents

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated September 1, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November 1, 2011 ("Effective Date").

- 1. Services: WMHS shall begin the exclusive collection, management, transportation, disposal, and treatment of Confidential Documents (as defined in Attachment 3).

Table with 5 columns: Plant Name, Address, Description, Location, Price per Unit [unless flat rate]. Rows include Skagit Valley Hospital and Offsite Locations.

- 2. The flat rate includes up to 1800 tips annually (based on information provided by CUSTOMER). If tips vary by more than 5% than an extra: (a) \$5.75 per tip fee will be assessed.
3. Flat Monthly Rate: (if applicable, see Pricing Attachment 2)

I of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: [Signature]
Print Title: _____
Date: 10/15/11

Print Name: _____
Print Title: _____
Date: _____



CONFIDENTIAL

Addendum F
PharmEcology License and Service Offerings

November 1, 2011

Skagit Valley Hospital ("Client" or "You")
1415 E. Kincaid
Mount Vernon, WA, 98273

- **PharmE[®] Implementation Program:** This three-year program provides your organization with all the tools and resources you need to design, implement, and maintain a compliant, cost-effective pharmaceutical waste management program.

Redacted

PharmEcology[®] Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640



CONFIDENTIAL

PharmEcology License and Services Agreement

between

*WM Healthcare Solutions, Inc.
("PharmEcology" or "We")
W129N8925 Boundary Road
Menomonee Falls, WI 53051-2402*

and

*Skagit Valley Hospital
("Client" or "You")
1415 E. Kincaid
Mount Vernon, WA, 98273*

I. PharmE [®] Pricing			
PharmE [®] Licenses and Services	No. of Months	Fee/ Hospital Site	Total Cost
PharmE [®] Implementation Program	36	1	Included in Master Integrated Contract
Total Cost (plus travel and expenses)			

II. Miscellaneous

Redacted

2. This Agreement will become effective as of the date when both parties have signed this Agreement, as indicated below.

IN WITNESS WHEREOF, each party has caused its authorized agent to execute this Agreement as of the date set forth below such party's signature.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: [Signature]
Print Title: _____
Date: 10/15/11

Print Name: _____
Print Title: _____
Date: _____

Please fax the signed License and Services Agreement to (262) 250-8314 or mail it to WM Healthcare Solutions, Inc., W124 N8925 Boundary Rd., Menomonee Falls, WI 53051-2402.

PharmEcology[®] services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640



pharm@ecology®

CONFIDENTIAL

EXHIBIT A

General Terms and Conditions
Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640 B2

HOU 406,904,910v3

WM000230

Redacted

PharmEcology[®] Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

A-2

Error! Unknown document property name.
HOU 406,904,910v3

WM000231

Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

A-3

Error! Unknown document property name.
HOU-406,804,910v3

WM000232

Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

A-4

Error! Unknown document property name.
HOU 406,904,910v3

WM000233

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PharmEcology[®] Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmacology.com
Patent No. 7,096,161 and Patent No. 7,366,640

A-5

Error! Unknown document property name.
HOU 406,904,910v3

WM000234



pharm@ecology®

CONFIDENTIAL

EXHIBIT B
Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

Error! Unknown document property name.
HOU 406,904,910v3

WM000235

EXHIBIT C
Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

HOU 406,904,910v3

WM000236

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PharmEcology[®] Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

EXHIBIT D
Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

HOU 406.904.910v3

WM000238



pharm@ecology®

CONFIDENTIAL

EXHIBIT E

Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

Error! Unknown document property name.

HOU 406,904,910v3

WM000239



pharm@ecology®

CONFIDENTIAL

EXHIBIT F

Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

Error! Unknown document property name.
HOU 406,904,910v3

WM000240

EXHIBIT G

Client's Organizations/Facilities Included in Agreement

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640.

Error! Unknown document property name.
HOU 406,904,910v3

WM000241



Attachment 1

Customer Locations

This is an Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") dated November 1, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER").

This Attachment lists the locations of the Customer where Services (as defined in the Agreement) will be provided by WMHS. Such list of locations may be amended from time to time by the parties in writing in a signed attachment.

As the list of locations of the Customer changes, the fees for the Customer will be adjusted accordingly and the Customer will be notified about the changed fees. (Refer to Addendums for waste streams serviced.)

List of Customer Locations:

Plant Name	Address	Billing Code	Contact	Contact Phone	Contact Email	
Skagit Valley Hospital	1415 E Kincaid Mount Vernon WA 98273		Robert Spohn	360-770-2659	rspohn@skagitvalleyhospital.org	MSW, Recycling, RMW, Shredding, Pharmecology
Skagit Valley Hospital-Kidney Ctr	208 South 14 th St, Mount Vernon, WA 98273		Robert Spohn	Same	Same	Shredding/MSW/ Compactor
Skagit Valley Cancer Center	307 south 13 th Street, Mount Vernon, WA 98273		Robert Spohn	Same	same	Shredding/Pharmecology
Skagit Valley Clinical Services Bldg	221 south 13 th Mount Vernon, WA 98273		Robert Spohn	Same	Same	Shredding only
Skagit Valley Human Resources Bldg	206 south 13 th St., Mount Vernon, Wa 98273		Robert Spohn	Same	Same	Shredding only
Skagit Valley Records Storage	1580 Port Drive, Burlington, WA 98233		Robert Spohn	Same	Same	Shredding only

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT or another Attachment, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: Lori Daish

Print Name: _____

Print Title: [Signature]

Print Title: _____

Date: 10/15/11

Date: _____



Attachment 2

**Pricing Schedule
Inclusive**

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated July 20, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital, a Hospital located in Mount Vernon, WA_ ("CUSTOMER").

1. **Fixed Pricing:** Customer agrees to pay WMHS \$ 15,800 monthly and for the term of the Agreement for Services as indicated in the attached Addendums to the Agreement. It is understood and agreed that the rate stated above is based on a total annual weight not to exceed the following weights by waste stream as reported by WMHS. (See Addendums for volume breakdown.)

Addendum	Waste Stream	Included	Effective Date
A	Solid Waste Management	Yes	11/01/2011
B	Recycling Services	Yes	11/01/2011
C	Regulated Medical Waste	Yes	11/01/2011
D	Sharps	NO	
E	Confidential Documents	yes	11/01/2011
F	PharmEcology	Yes	11/01/2011
G	Universal Waste	NO	
H	Chemical Waste	NO	
I	Pharmaceutical Waste	NO	
J	Construction and Demolition	NO	
K	Recycling of Construction and Demolition	NO	
L	Sharps with Reusable Container	NO	
M	Sharps With Recyclable Container	NO	
N	Aphis Marpol Waste	NO	
O	Hazardous Waste	NO	
Consulting Fee		YES	11/01/2011

2. **Billing Agent:** WMHS shall work as "billing agent" for waste services and will receive monthly invoices from its affiliates and any subcontractors and vendors that shall be reviewed, based on information provided by CUSTOMER, for service accuracy and contract compliance, and consolidated into one "waste services invoice" to be provided to the CUSTOMER. The invoice shall be provided to Customer at: Customer Name

Address/contact information; Skagit Valley Hospital, Attn: Robert Spohn, Environmental Services , PO Box 1376, Mount Vernon, WA 98273

3. **Waste Services Invoice:** Provided that WMHS receives monthly invoices from its affiliates and any subcontractors and vendors in a timely manner, WMHS shall consolidate such invoices into one "waste services invoice", that may include any other waste streams indicated in attached addendums and will provide the aggregated waste services invoice to CUSTOMER. Single consolidated invoice shall be formatted according to WMHS specifications, and will only contain those items listed in the pricing model to facilitate payment for the services rendered unless a mutually accepted format is agreed upon in writing. This agreed upon format must contain all of CUSTOMER's pertinent internal billing information including but not limited to CUSTOMER's departmental PO's

and/or multiple facility locations containing specific accounts payable contact information to retain CUSTOMER within their specified net terms as listed in Section 3-(Fees) of the Agreement.

4. Program Manager: WMHS will provide to the CUSTOMER a program manager for all facilities who will perform the following:
- (a) Work as the liaison between CUSTOMER and waste/recycling service providers ensuring appropriate dock-in and dock-out solutions either through WMHS or 3rd party operations.
 - (b) Work with CUSTOMER to ensure that the implementation of the plan is achieved on time and within the expected cost parameters.
 - (c) Assist with compliance of policies, procedures and regulations.
 - (d) Collaborate with WMHS to provide solutions to problems, share best practices, identify new opportunities, products and services.
 - (e) Work directly with CUSTOMER to identify objectives. Utilize and direct resources to implement plans and programs throughout all assigned facilities.

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL
MOUNT VERNON, WA

By: [Signature]
Authorized Agent
Print Name: Lori Daisch
Print Title: CP
Date: 10/5/11

WM HEALTHCARE SOLUTIONS, INC.

By: _____
Authorized Agent
Print Name: _____
Print Title: _____
Date: _____



Attachment 3

Definitions of Waste Streams and Waste Services

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated July 20, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November 1, 2011 ("Effective Date").

Customer agrees that the following definitions shall apply to the waste streams being serviced by WMHS or its affiliates or subcontractors:

PLEASE NOTE: Federal, state and local laws and regulations may vary as to whether and how the wastes defined below can be managed. For more specific information on which waste can be managed, and permitted methods of management please refer to the current Waste Management Health Care Solutions Waste Acceptance Protocol, which is updated from time to time as laws and regulations change, or consult your WMHS representative.

Redacted

Attachment 3

Redacted

Medical Waste is any Solid Waste which is generated in the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals. It does not include any Hazardous Waste identified or listed under relevant and applicable federal, state or local law, rule or regulation. (See 42 U.S.C. Section 6903(40) and related sections cited there). Medical Waste includes Regulated Medical Waste, Sharps Waste, Trace Chemotherapy Waste, Pathological Waste, Non-Hazardous Pharmaceutical Waste and Trauma Scene Waste. Medical Waste does not include Household Waste or Home-Generated Sharps Waste.

Attachment 3

Regulated Medical Waste is any Medical Waste regulated by the United States Department of Transportation Hazardous Materials Transportation regulations. (See 49 C.F.R. Section 173.134(5)). This category of waste included in the definition of Medical Waste.

Sharps Waste means Solid Waste and or Medical Waste which is any item capable of cutting or piercing which is contaminated with biohazardous – infectious waste including, without limitation, (a) any device that has acute rigid corners, edges or protuberances capable of cutting or piercing, (b) hypodermic needles, syringes, blades, needles with attached tubing, syringes contaminated with biohazardous waste, acupuncture needles, and root canal files, (c) broken glass items, such as Pasteur pipettes and blood vials contaminated with biohazardous waste. Sharps Waste is a subset of Medical Waste and these wastes are included in the definition of Medical Waste.

Trace Chemotherapy Waste is a Solid Waste and or Medical Waste which has come into contact with chemotherapeutic, antineoplastic or cytotoxic agents, or other formulations which are used to kill or prevent the reproduction of malignant cells. Chemotherapy Waste includes contaminated gloves, disposable gowns, towels, wipes and pads as well as "empty" vials, ampoules, syringes, containers, inner liners, intravenous solution bags and attached tubing. There are specific requirements to achieve "empty" status under the Resource Conservation and Recovery Act, see 40 CFR Section 261.7.

Pathological Waste is a type of Medical Waste comprised of human or animal tissues, organs or body parts, removed during surgery, autopsy, or other medical procedure but shall not include any intact fetuses, heads or torsos, all of which shall be deemed Non-Conforming Waste. Non-Conforming Waste also shall include formaldehyde or other preservative agent, or a human corpse or part thereof which is intended for burial or cremation. Pathological Waste cannot be treated or disposed of at locations not permitted to accept such waste. Also WM must comply with any federal, state or local laws and regulations which may be more restrictive on the collection, treatment and disposal of Pathological Waste.

Non-Hazardous Pharmaceutical Waste is a Solid Waste consisting of, including but not limited to, a drug as defined in Section 109925 of the Federal Food, Drug and Cosmetic Act, as amended, (21 USC Section 321(g)(1)) for which a decision to discard has been made and which does not qualify as a Hazardous Waste.

Trauma Scene Waste is any Medical Waste which has been contaminated with human blood, bodily fluids or other residues from the scene of a serious human injury, illness or death, which has been removed, is to be removed, or is in the process of being removed from trauma scene by authorized law enforcement or fire department personnel, or a third party qualified and authorized to remove such waste from trauma scenes.

Pharmaceutical Waste means a Solid Waste comprised of prescription or over-the-counter human or veterinary drugs, or immediate precursors, including but not limited to, a drug as defined in Section 109925 of the Federal Food, Drug and Cosmetic Act, as amended, (21 USC Section 321(g)(1)) for which a decision to discard has been made. Pharmaceutical Waste may or may not also be a Hazardous Pharmaceutical Waste or may be a Non-Hazardous Pharmaceutical Waste. Any Pharmaceutical Waste may also be a Controlled Substance.

Non-Hazardous Pharmaceutical Waste is a Solid Waste consisting of including but not limited to, a drug as defined in Section 109925 of the Federal Food, Drug and Cosmetic Act, as amended, (21 USC Section 321(g)(1)) for which a decision to discard has been made and which do not qualify as a Hazardous Waste.

Hazardous Pharmaceutical Waste means a Pharmaceutical Waste which qualifies as a Hazardous Waste (or is declared to be a Hazardous Waste by agreement of the parties, sometimes referred to as PharmE® Hazardous Waste). Stringent waste management precautions and procedures are required in order to safely manage this kind of waste.

PharmE® Hazardous Waste is a solid waste which does not qualify as a Hazardous Waste, but which the parties to this Agreement decide should be subject to the safeguards imposed upon Hazardous Waste. This waste is also known as declared hazardous waste.

Attachment 3

Redacted

Recycling means the collection, separation, processing and returning of materials to use in the form of raw materials for the production of new products. (See R-1 below)

Recycling of Solid Waste means the collection, separation, processing, and returning solid wastes to use in the form of raw materials for the production of new products. (See R-1 below)

Redacted

R-1 – Recycling Specifications:

Recyclable Materials Accepted (Proper Waste):

Aluminum food and beverage containers

Glass food and beverage containers – brown, clear, or green

Ferrous (Iron) cans

PET plastic containers with the symbol #1 – with screw tops only, without caps

HDPE natural plastic containers with the symbol #2 – narrow neck containers only (milk and water bottles)

HDPE pigmented plastic containers with the symbol #2 – narrow neck containers only, without caps (detergent, shampoo bottles, etc.)

Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers

Newsprint

Old corrugated cardboard

Magazines

Catalogs

Cereal boxes

Telephone books

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Attachment 3

Printer paper
Copier paper
Mail
All other office paper without wax liners

Recyclable Materials Not Accepted include but are not limited to Excluded Waste:

Microwave trays
Mirrors
Window or auto glass
Light Bulbs
Ceramics
Porcelain
Coat hangers
Glass cookware/bakeware
Household items such as cooking pots, toasters, etc.
Any materials that are not Proper Waste

All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
All aerosol cans must be empty with less than 5% content
All plastic containers must be empty, caps removed; less than 5% food debris.
All Fiber must be dry and free of food debris and other contaminating material.
Tissues, paper towels or other paper that has been in contact with food is not acceptable.

Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:

1. Materially impair the strength or the durability of WMHS' or its affiliates' structures or equipment; or
2. Create flammable or explosive conditions in WMHS' or its affiliates' facilities;
3. Contain dry cell batteries or lead acid batteries;
4. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WMHS' or its affiliates' property, its personnel or the public; or
5. Contain Excluded Materials defined as any waste fires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other waste not approved in writing by WMHS.

WMHS reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials set forth above.

Loads not meeting the specifications may be rejected in whole or in part by WMHS.

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

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Page 5 of 5

6-10-2011

WM000250



Attachment 3

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: Lori Dandy

Print Name: _____

Print Title: CSS

Print Title: _____

Date: 10/15/11

Date: _____