

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Application of:  
  
WASTE MANAGEMENT OF WASHINGTON,  
INC. D/B/A WM HEALTHCARE SOLUTIONS  
OF WASHINGTON  
  
For an Extension of Certificate G-237 for a  
Certificate of Public Convenience and Necessity  
to Operate Motor Vehicles in Furnishing Solid  
Waste Collection Service

Docket No. TG-120033

**DECLARATION OF JESSICA L.  
GOLDMAN IN OPPOSITION TO  
STERICYCLE’S SECOND MOTION  
TO COMPEL**

I, Jessica L. Goldman, declare as follows:

- 1. I am counsel for Waste Management in this matter and I make this declaration based on personal knowledge.
- 2. Waste Management produced to Stericycle of Washington, Inc. (“Stericycle”) an additional 23 pages of documents following the hearing on August 8, 2012 in response to Stericycle’s first motion to compel.
- 3. Waste Management has provided three sets of written responses to Stericycle’s first set of data requests.
- 4. Attached hereto as Exhibit A are true and correct copies of excerpts of the August 8, 2012 Hearing Transcript, Volume II, before Administrative Law Judge Gregory J. Kopta.
- 5. On August 10, 2012, Waste Management complied with Judge Kopta’s order that it identify the specific data request to which each produced document was responsive.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

6. Attached hereto as Exhibit B is a true and correct copy the March 20, 2010 Waste Management Healthcare Solutions Proposal which Waste Management produced to Stericycle in discovery.

7. Attached hereto as Exhibit C is a true and correct copy of the home page of the website www.bd.com/ecoFinity.

8. Attached hereto as Exhibit D is a true and correct copy of the August 4, 2011 Customer Service Agreement between Waste Management and PeaceHealth which Waste Management produced to Stericycle in discovery.

9. Waste Management has produced to Stericycle the leases for each of the vehicles Waste Management uses to transport biomedical waste. Those documents are Bates numbered WM000176-78, WM000193-201, and WM000215-16.

I declare under penalty of perjury under the laws of the State of Washington and the United States that the foregoing is true and correct.

EXECUTED this 27th day of September, 2012 at Seattle, Washington.

  
Jessica L. Goldman

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>Washington Utilities and Transportation Commission<br/> 1300 S. Evergreen Park Dr. SW<br/> PO Box 47250<br/> Olympia, WA 98504-7250<br/> 360-664-1160<br/> records@utc.wa.gov</p>  | <p><input type="checkbox"/> Via Legal Messenger<br/> <input type="checkbox"/> Via Facsimile<br/> <input checked="" type="checkbox"/> Via Federal Express<br/> <input checked="" type="checkbox"/> Via Email</p> |
| <p>Gregory J. Kopta<br/> Administrative Law Judge<br/> Washington Utilities and Transportation Commission<br/> gkopta@utc.wa.gov</p>  | <p><input type="checkbox"/> Via Legal Messenger<br/> <input type="checkbox"/> Via Facsimile<br/> <input type="checkbox"/> Via U.S. Mail<br/> <input checked="" type="checkbox"/> Via Email</p>                  |
| <p>Fronda Woods<br/> Attorney General's Office of Washington<br/> PO Box 40128<br/> Olympia, WA 98504<br/> (360) 664-1225<br/> fwoods@utc.wa.gov<br/> bdemarco@utc.wa.gov</p>   | <p><input type="checkbox"/> Via Legal Messenger<br/> <input type="checkbox"/> Via Facsimile<br/> <input type="checkbox"/> Via U.S. Mail<br/> <input checked="" type="checkbox"/> Via Email</p>                  |
| <p>Stephen B. Johnson<br/> Jared Van Kirk<br/> Garvey Schubert Barer<br/> 1191 Second Avenue, Suite 1800<br/> Seattle, WA 98101<br/> (206) 464-3939<br/> sjohnson@gsblaw.com<br/> jvankirk@gsblaw.com<br/> vowen@gsblaw.com<br/> dbarrientes@gsblaw.com<br/> Attorneys for Stericycle of Washington, Inc.</p> | <p><input type="checkbox"/> Via Legal Messenger<br/> <input type="checkbox"/> Via Facsimile<br/> <input type="checkbox"/> Via U.S. Mail<br/> <input checked="" type="checkbox"/> Via Email</p>                  |
| <p>James K. Sells<br/> 3110 Judson Street<br/> Gig Harbor, WA 98335<br/> (360) 981-0168<br/> jamesells@comcast.net<br/> cheryls@rsulaw.com<br/> Attorney for Protestant WRRRA, Rubatino, Consolidated,<br/> Murrey's, and Pullman</p>   | <p><input type="checkbox"/> Via Legal Messenger<br/> <input type="checkbox"/> Via Facsimile<br/> <input type="checkbox"/> Via U.S. Mail<br/> <input checked="" type="checkbox"/> Via Email</p>                  |

DATED at Seattle, Washington, this 27th day of September, 2012.

Deanna L. Schow

# Exhibit A

**Docket No. TG-120033 - Vol. II**

**In the Matter of the Application of Waste Management of  
Washington, Inc.**

**August 8, 2012**



1411 Fourth Avenue, Suite 820 • Seattle, Washington 98101

SEATTLE **206.287.9066**

OLYMPIA **360.534.9066** SPOKANE **509.624.3261** NATIONAL **800.846.6989**

Fax: 206.287.9832

E-mail: [info@buellrealtime.com](mailto:info@buellrealtime.com)

[www.buellrealtime.com](http://www.buellrealtime.com)

BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION

---

In Re Application of )  
 )  
WASTE MANAGEMENT OF ) Docket No. TG-120033  
WASHINGTON, INC. )  
d/b/a WM Healthcare Solutions )  
of Washington )

---

HEARING, VOLUME II

Pages 24 - 101

ADMINISTRATIVE LAW JUDGE GREGORY J. KOPTA

---

2:40 P.M.

AUGUST 8, 2012

Washington Utilities and Transportation Commission  
1300 South Evergreen Park Drive Southwest  
Olympia, Washington 98504-7250

REPORTED BY: SHERRILYN SMITH, CCR# 2097

Buell Realtime Reporting, LLC  
1411 Fourth Avenue  
Suite 820  
Seattle, Washington 98101  
206.287.9066 | Seattle  
360.534.9066 | Olympia  
800.846.6989 | National

[www.buellrealtime.com](http://www.buellrealtime.com)

**BUELL REALTIME REPORTING, LLC**

SEATTLE 206.287.9066 OLYMPIA 360.534.9066 SPOKANE 509.624.3261 NATIONAL 800.846.6989

1 haven't identified a service that they are providing.

2 We are very much interested in these bundled  
3 services, because we have also provided information  
4 and obtained information that Waste Management is  
5 providing discounts on unregulated service in order to  
6 induce medical waste customers to switch their medical  
7 waste service to Waste Management. In our view, that  
8 is a rebate. It's just like saying I'll give you 50  
9 bucks if you move your service to me. If you discount  
10 recycling by 50 bucks a ton or 50 bucks a month, you  
11 have given a dollar inducement to the generator, and  
12 it's a discount on their medical waste service.

13 We are very much interested in bundled  
14 services. We are very much interested, and we think  
15 we have a right to be, in this rebating issue, in  
16 terms of Waste Management apparently using non --  
17 discounts on nonregulated service to attract regulated  
18 service. We are also very concerned and interested in  
19 what Waste Management considers sharps recycling under  
20 this so-called ecoFinity -- that's small e-c-o,  
21 capital F-i-n-i-t-y -- ecoFinity program provided by  
22 Waste Management in conjunction with Becton Dickinson,  
23 a medical device manufacturer.

24 In that context, that program could also be  
25 used as a device to provide a discount on regulated

1 service. It also, in our view, is a  
2 mischaracterization of something that is biomedical  
3 waste. Waste Management is considering it to be  
4 recycling, and therefore not subject to  
5 Commission oversight, not subject to the tariff  
6 requirements, not subject to Commission regulation.

7 We are trying to address recycling as a part  
8 of a bundled service offering that may include  
9 discounts. We are trying to address sharps recycling  
10 through the ecoFinity program and its potential  
11 involvement in the rebating program, but also it's  
12 sort of mischaracterization.

13 Finally, we -- not finally, but a couple more  
14 points. We see the issue of gener -- generate a need  
15 for service that we -- that is not being currently  
16 provided by existing carriers as a fundamental issue  
17 in the satisfactory service calculation. Waste  
18 Management has acknowledged receiving oral input from  
19 some generators who are dissatisfied with the existing  
20 service. We have asked for documents related to that  
21 and have received nothing. What we are looking for is  
22 a full production of the documents that would be  
23 relevant to customer dissatisfaction so that we can  
24 understand what is behind that -- those contentions.

25 Finally, we -- as I mentioned earlier, Your



1 requests, which makes it very difficult for me. You  
2 tended to lump them together. I am not going to go  
3 one by one, but I will go through them in the way that  
4 you have presented them.

5           The second observation that I would make is  
6 that you asked in general that documents that Waste  
7 Management has provided to you be specifically  
8 identified to the data requests that they are  
9 responsive to. That's not something that Waste  
10 Management responded to. I will say right now that I  
11 think that that is a reasonable expectation. To the  
12 extent that Waste Management has not done that, then I  
13 would require that Waste Management do so. I think  
14 it's not a reasonable practice to dump a bunch of  
15 documents on someone saying here's responses to all of  
16 your data requests. I think that matching the  
17 documents to the responses is a reasonable expectation  
18 of Stericycle.

19           And the third general observation that I would  
20 make is that Waste Management, in response to many of  
21 the first grouping of data requests that Stericycle  
22 identifies, states that there was no meet and confer  
23 on most of those. I would want to ask first off, is  
24 that your understanding, Mr. Johnson? Because I am  
25 not prepared to rule on something that the parties

1 was 15 that there were manuals, and it sounds like --

2 MS. GOLDMAN: Yes, your Honor, that's  
3 correct.

4 JUDGE KOPTA: -- like 15 was --

5 MS. GOLDMAN: 15 was the --

6 JUDGE KOPTA: 15 there's no need for a  
7 ruling, but 18 is something else.

8 MS. GOLDMAN: Yes, your Honor. There's  
9 a list of questions that Stericycle asked in our  
10 discovery conference that Waste Management answer, and  
11 we have point-blank answered each one of them.

12 MR. JOHNSON: Your Honor, what they  
13 haven't done is produce documents that are responsive.  
14 I think what we think is appropriate in response to  
15 this data request is to produce documents that  
16 describe all of the relationships involved in the  
17 ecoFinity program, including contracts with customers,  
18 contracts with the folks in California who are engaged  
19 in the actual processing of the containers, the people  
20 that are involved in the so-called recycling of these  
21 products. And presumably Waste Management has  
22 documentation with respect to all of that, and it  
23 should be produced.

24 JUDGE KOPTA: Ms. Goldman?

25 MS. GOLDMAN: Yes, your Honor. We have

1 produced quite a few documents. We have produced, to  
2 my understanding, the documents with the only  
3 Washington generator that is currently using this  
4 service, so the issue regarding contracts with third  
5 parties, I believe is quite far afield. The materials  
6 we have provided describe exactly what it is that  
7 Waste Management is offering in the partnership, and  
8 we have provided the documentation that has been  
9 provided to potential generators regarding what it is  
10 that Waste Management offers and where it goes and how  
11 it is treated.

12 I believe that we have provided sufficient  
13 information to give Stericycle everything it needs to  
14 know about this process, and anything further is  
15 burdensome and seeks information that is retained by  
16 third parties.

17 MR. JOHNSON: Your Honor, the key point  
18 here is that, in Ms. Goldman's opposition to our  
19 motion, she very specifically indicated that this is a  
20 feature that Waste Management will argue makes its  
21 services unique and different, something that  
22 Stericycle doesn't offer. We need to be able to  
23 understand fully what that is, and that means to  
24 follow this material as it moves down through the  
25 processing in Vernon, California, through the Red Bag

1 Solutions' machinery down there, on to the recycler,  
2 Talco, so that the generators that are potentially  
3 interested in this service, or this facet of Waste  
4 Management's program, can know what is actually  
5 happening to their material.

6 It's one thing to have promotional material.  
7 It's another thing to show what is really happening,  
8 in terms of following the material to its reuse, if  
9 that is what's happening.

10 JUDGE KOPTA: I'm not going to require  
11 them to provide you with customer contracts, just as I  
12 am not requiring you to give your customer contracts  
13 to them. I think that's not necessary. And I also  
14 think going that far downstream is getting farther  
15 afield than is necessary. I am going to deny the  
16 motion as to No. 18.

17 That goes next, then, I believe to 24 through  
18 26, which has to do with public need, which is  
19 customer complaints; is that right?

20 MR. JOHNSON: That's right, Your Honor.  
21 And the more specific request that we seek you to  
22 address is that they produce documents, including the  
23 internal communications and communications with  
24 generators that reflect this information that's been  
25 provided to me.

1 JUDGE KOPTA: And, Ms. Goldman, would  
2 you like to respond more directly here? I understand  
3 we had a discussion about this in the context of  
4 requests that you had made to Stericycle on customer  
5 complaints. Did you want to elaborate on your  
6 objections to these data requests here?

7 MS. GOLDMAN: Yes. I think this is a  
8 different issue. I think this has to do with  
9 dissatisfaction with Stericycle, not dissatisfaction  
10 with Waste Management. I believe Stericycle is asking  
11 Waste Management here for evidence that Waste  
12 Management is aware of, of dissatisfaction in the  
13 marketplace with the incumbent provider.

14 Waste Management has listed all of the  
15 communications it has had with the Washington  
16 generators who have complained to Waste Management and  
17 has attested to the fact that those communications  
18 happened orally. There are no documents. No  
19 documents have been exchanged by the generators and  
20 Waste Management. What I understand Steve is also  
21 asking for here are internal documents referencing  
22 those. As I understand it, his intention would be to  
23 use those internal documents to show them to the  
24 generators and use them to hold their feet to the fire  
25 regarding comments that they made.

1           Our position, first of all, is, you know,  
2 internal documents is a burdensome request to search  
3 for any possible reference to communications from  
4 generators. In any event, these aren't communications  
5 that included the generator. They are not going to be  
6 useful in trying to pin down a generator as to what he  
7 or she said based on what some internal Waste  
8 Management document says about it. Frankly, I'm not  
9 aware of any such documents, and none have come to  
10 light in the searches that we did perform. We don't  
11 think this is remotely relevant or useful, and we do  
12 think it is burdensome.

13           MR. JOHNSON: Your Honor, the key point  
14 is that they say the statements made to them by the  
15 generators were oral, but we presume that there is  
16 some reference to those statements and description of  
17 those statements in communications internal to Waste  
18 Management that would give us a clearer understanding  
19 of what the oral report was with respect to  
20 dissatisfaction. That seems to be directly relevant  
21 and can't be that burdensome to identify particular  
22 communications related to the generators that they  
23 have already listed and identified in their responses.

24           MS. GOLDMAN: Your Honor, if I may.  
25 That's exactly what we provided in our discovery

1 response. We explained what the generators said, what  
2 their complaint was about the service specifically.  
3 It's my understanding, from the discussion on Waste  
4 Management's motion to compel, that there is little  
5 inclination here to allow this kind of double, triple  
6 checking to make sure we are telling the truth. We  
7 have specifically stated what each of these generators  
8 complained about. They've got that.

9 JUDGE KOPTA: All right. Thank you,  
10 Ms. Goldman. I agree with you. Just as I said with  
11 respect to your motion to compel customer complaints,  
12 I am satisfied that you have provided the information  
13 that is requested to the best of your reasonable  
14 ability to do so. I'm not going to second-guess  
15 whether you have made sufficient efforts. The motion  
16 as to these data requests is denied.

17 MR. JOHNSON: Your Honor, the only thing  
18 I would say with respect to that point is if  
19 Ms. Goldman actually reviewed the internal  
20 documentation and then prepared the responses, I would  
21 agree with you completely and accept that. The  
22 question is, did she review internal correspondence  
23 that --

24 JUDGE KOPTA: Mr. Johnson, you didn't  
25 represent that you reviewed all of the customer logs

1 22, which --

2 MR. JOHNSON: 18, I think we already  
3 addressed, Your Honor.

4 JUDGE KOPTA: All right. That's right,  
5 we did.

6 MR. JOHNSON: But I think you are  
7 correct, it's 20 through 22.

8 JUDGE KOPTA: Okay.

9 MR. JOHNSON: And those deal with this  
10 issue of using recycling discounts to --

11 JUDGE KOPTA: Right. And again --

12 MR. JOHNSON: -- induce service switch.

13 JUDGE KOPTA: Yes, I think you addressed  
14 that had in your opening comments as well. I don't  
15 need to hear anything more on that. I think that  
16 that's farther afield than we are going here.

17 If you have concerns about what Waste  
18 Management is doing, you can always file a complaint.  
19 This is not an opportunity to provide every problem or  
20 objection you have to what Waste Management is doing.  
21 I'm not going to allow us to fall that far afield, so  
22 I'm denying this, the motion as to 20 through 22.

23 MR. JOHNSON: So, Your Honor, just so  
24 that I understand your ruling. This goes directly to  
25 regulatory fitness, if they are violating the tariff



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

STATE OF WASHINGTON  
COUNTY OF KING

I, Sherrilyn Smith, a Certified  
Shorthand Reporter in and for the State of Washington,  
do hereby certify that the foregoing transcript is  
true and accurate to the best of my knowledge, skill  
and ability.


\_\_\_\_\_  
SHERRILYN SMITH

# Exhibit B



# Waste Management Healthcare Solutions Proposal

*Sharps Recycling and Regulated Medical Waste Services*

REVERSE THE WAY YOU THINK ABOUT WASTE®

Prepared for  
Peace Health  
Bellevue, WA



Date: 03-20-2010

Presented by  
Jeff Norton  
Waste Management Healthcare Solutions

---

## Regulated Medical Waste

Medical waste is highly regulated and complicated by balancing issues of compliance, patient/employee safety risk, community perception and high costs. WMHS offers state of the art containers and utilizes fully permitted facilities to properly treat/process the waste before disposal. There are a myriad of regulations in place set for the proper management of this waste stream from cradle to grave.

Waste Management prides itself in providing safe and effective services while minimizing risk to any handlers of the waste.

As a part of our services we offer (included in the pricing below)

- DOT Approved Container Options (Reusable Containers and/or Cardboard Boxes)
- Dollies and Lids available for Reusable Containers
- Liners (one per container)
- Safe Handling/Packaging Training for EVS staff and other staff handling waste (annual on request)
- Waste Audit (yearly on request)

## Sharps Recycling Program/Partnership with Becton Dickinson (BD)

BD has teamed up with WMHS, a market leader for environmental solutions , to bring an innovative sharps device recycling program to market. This program converts the sharps waste stream into a resource stream, creating a source of raw material for use in products such as BD Recykleen™ container products.

This end of use program complements other sustainability programs within BD, addressing areas such as product design/materials, packaging, energy consumption, and supply chain. For example, BD hypodermic and infusion therapy manufacturing plants in the US as well as our Franklin Lakes headquarters, utilize 100% renewable energy. Please see Exhibit #2 for specific information about BD/Peace Health's Landfill Impact and the impact of recycling the items that are going into the sharps containers as well as the containers themselves.

Taking this lifecycle approach, BD is striving to dramatically reduce the environmental impact of its products, without adding cost, and while accentuating the clinical value of them.



**All per container pricing below includes- Container mentioned, one approved liner/bag, transportation, treatment, disposal, manifesting/documentation.**

**Washington State Facilities**

|   |                                    |
|---|------------------------------------|
| Sharps Recycling Container (43 gallon)(all facilities)  | <b><u>\$9.00 per container</u></b> |
| Regulated Medical Waste (non pathological)  | <b><u>\$Per Tariff*</u></b>        |
| Boxes for Incinerate only type waste ( <i>Pathological/Trace Chemo</i> )                            | <b><u>\$Per Tariff*</u></b>        |
| <b>*Please see list in EXHIBIT 3 of facilities that can be serviced for Medical Waste currently</b> |                                    |

**Oregon Facilities**

|  |                                    |
|--|------------------------------------|
| Sharps Recycling Container (43 g)  | <b><u>\$xxx per container</u></b>  |
| Regulated Medical Waste (non pathological)(43 g and 31g)                 | <b><u>\$xxx per container</u></b>  |
| Boxes for Incinerate only type waste ( <i>Pathological/Trace Chemo</i> ) | <b><u>\$xxxx per box (30g)</u></b> |

**CURRENT REUSABLE SHARPS ACCOUNTS w/ONSITE SERVICE**

Flat Monthly Rate Service- Each site needs an assessment to quote for price with full on-site service.

Item 30 (taken from Waste Management Filed Tariff-awaiting approval from the WUTC)

Rate Schedule (Biomedical Waste except Pathological and Chemotherapy Wastes) – Price per Gallon

| <u>Gallons at a single pickup</u>  | <u>Price per Gallon</u> |
|--|-------------------------|
| 50 or less   | \$ 1.45                 |
| 51-100   | \$ 1.10                 |
| 101-200  | \$ 0.80                 |
| 201-400  | \$ 0.60                 |
| 401-600  | \$ 0.48                 |
| 601-800  | \$ 0.36                 |
| 801-1,000  | \$ 0.30                 |
| 1,001-2,000  | \$ 0.28                 |
| 2,001 +  | \$ 0.25                 |
| Pathological and Trace Chemotherapy Waste- Flat Rate- 30-gallon Box- \$25/ 23-gallon Box- \$20 |                         |

EXHIBIT 1

*Sharps Recycle Containers are same design as Medical Waste Container-pictured below-with different labeling*

# Medical Waste Container



Dolly pictured



Lab Lid pictured



23 or 30 gallon Box-  
one piece design- no tape needed  
For Incinerate Only Materials

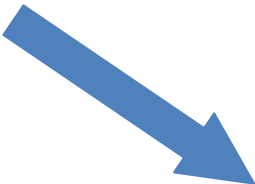
**EXHIBIT 2**



Currently being processed/treated and then sent to the landfill



**Peace Health Purchased over 12,000,000 medical devices from BD in 2010**



With EcoFinity Sharps Recycling Program

Container and Contents are processed and shredded

Put into new BD products

**EXHIBIT 3**

| <b>Facility</b>                          | <b>City</b>                    | <b>Services Available</b>           |
|--|--------------------------------|-------------------------------------|
| <b>Coulee Medical Center</b>             | <b>Grand Coulee, WA 99133</b>  | All medwaste/sharps recycling       |
| <b>Quincy Valley Medical Center</b>      | <b>Quincy, WA 98848</b>        | All medwaste/sharps recycling       |
| <b>Prosser Memorial Hospital</b>         | <b>Prosser, WA 99350</b>       | All medwaste/sharps recycling       |
| <b>Radia</b>                             | <b>Everett, WA</b>             | All medwaste/sharps recycling       |
| <b>Puget Sound Kidney Centers</b>        | <b>Everett, WA 98201</b>       | All medwaste/sharps recycling       |
| <b>Northwest Kidney Centers</b>          | <b>Seattle, WA</b>             | All medwaste/sharps recycling       |
| <b>Incyte Pathology</b>                  | <b>Spokane Valley, WA</b>      | All medwaste/sharps recycling       |
| <b>Evergreen Hospital</b>                | <b>Kirkland, WA 98034</b>      | All medwaste/sharps recycling       |
| <b>Highline Hospital (Main Hospital)</b> | <b>Burien, WA 98166</b>        | All medwaste/sharps recycling       |
| <b>Valley Medical Center</b>             | <b>Renton, WA</b>              | All medwaste/sharps recycling       |
| <b>Cottage Grove Hospital</b>            | <b>Cottage Grove, OR</b>       | All medwaste/sharps recycling       |
| <b>Oregon Endoscopy Center</b>           | <b>Eugene, OR</b>              | All medwaste/sharps recycling       |
| <b>Oregon Medical Laboratories</b>       | <b>Eugene, OR</b>              | All medwaste/sharps recycling       |
| <b>Peace Harbor Hospital</b>             | <b>Florence, OR</b>            | All medwaste/sharps recycling       |
| <b>Sacred Heart-Riverbend (Hospital)</b> | <b>Springfield, OR</b>         | All medwaste/sharps recycling       |
| <b>Sacred Heart-University Hospital</b>  | <b>Eugene, OR</b>              | All medwaste/sharps recycling       |
| <b>Sac Heart-Offsite Clinics</b>         | <b>Springfield,/Eugene, OR</b> | All medwaste/sharps recycling       |
| <b>Ketchikan General Hospital</b>        | <b>Ketchikan, AK**</b>         | All medwaste/sharps recycling-***** |
| <b>St. Joseph Med Ctr</b>                | <b>Bellingham, WA</b>          | <b>Sharps only-Pilot Facility</b>   |
| Southwest Washington Hospital            | Vancouver, WA                  | <b>Sharps only</b>                  |
| St. Johns Med Ctr                        | Longview, WA                   | <b>Sharps only</b>                  |
| Overlake Hospital                        | Bellevue, WA                   | <b>Sharps only</b>                  |
| East Adams Rural Hospital                | Ritzville, WA                  | <b>Sharps only</b>                  |
| Lake Chelan Community Hospital           | Chelan, WA                     | <b>Sharps only</b>                  |
| Columbia Basin Hospital                  | Ephrata, WA                    | <b>Sharps only</b>                  |
| Ferry County Memorial Hospital           | Republic, WA                   | <b>Sharps only</b>                  |
| Lincoln Hospital                         | Davenport, WA                  | <b>Sharps only</b>                  |
| Newport Hospital and Health Services     | Newport, WA                    | <b>Sharps only</b>                  |
| Odessa Memorial Hospital                 | Odessa, WA                     | <b>Sharps only</b>                  |
| Tri-State Memorial Hospital              | Clarkston, WA 99403            | <b>Sharps only</b>                  |
| Pullman Regional Hospital                | Pullman, WA 99163              | <b>Sharps only</b>                  |
| Othello Community Hospital               | Othello, WA 99344              | <b>Sharps only</b>                  |
| Samaritan Hospital                       | Moses Lake, WA 98837           | <b>Sharps only</b>                  |
| North Valley Hospital                    | Tonasket, WA 98855             | <b>Sharps only</b>                  |
| Mason County General Hospital            | Shelton, WA                    | <b>Sharps only</b>                  |
| Western State Hospital                   | Tacoma, WA 98498               | <b>Sharps only</b>                  |



---

|                                |                     |  |
|--------------------------------|---------------------|--|
| Santiam Memorial Hospital      | Stayton, OR         | <b>No Services available currently</b> |
| Oregon State Hospital          | Salem, OR           | <b>No Services available currently</b> |
| South Peninsula Hospital       | <b>Homer, AK</b>    | <b>No Services available currently</b> |
| Island Hospital (opening 2012) | San Juan Island, WA | <b>No Services available currently</b> |

Waste Acceptance Protocol and Insurance Certificate Attached.

# Exhibit C



[About BD](#) | [Contact BD](#) | [Careers](#) | [Products](#) | [Investors](#) | [News & Media](#) | [Privacy](#) | [Terms Conditions](#)

## BD ecoFinity<sup>®</sup> Life Cycle Solution, Powered by an alliance with Waste Management



### A closed-loop solution for hospital sharps

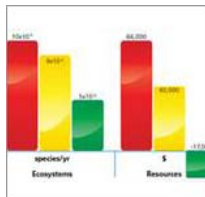
The BD ecoFinity<sup>®</sup> Life Cycle Solution is an innovative sharps recycling program that can recover and recycle up to 70% of your facility's sharps waste stream.\*



**Slide show:** Learn more about BD ecoFinity Life Cycle Solution and how your facility can recycle 70% or more of its sharps waste.

[View slide show](#)

[Schedule an executive review](#) to see how your facility can benefit.



**White paper:** Environmental Life Cycle Analysis of the BD ecoFinity<sup>®</sup> Life Cycle Solution

BD and WM conducted an ISO-compliant Life Cycle Assessment comparing BD ecoFinity Life Cycle Solution to traditional single-use collectors and reusable sharps collectors in an acute care setting.

[Download report](#)



**Clinical paper:** Clinical Considerations When Selecting a Sharps Disposal Solution

Learn how sharps collection options can impact your facility's infection control program.

[Download clinical study](#)



[Test your knowledge on proper waste segregation »](#)



**Waste Management web site:** learn about WM services for healthcare facilities

**Schedule an executive review of BD ecoFinity and how it can benefit your facility.**

**Call (1-866-803-7554) or [click here for email](#).**

WM Waste Management logo and THINK GREEN. are registered service marks of Waste Management, Inc.

Collection and treatment services are provided by WM Healthcare Solutions, Inc., a Waste Management company, except in the state of New York, where services are provided by Waste Management of New York. New York BIC#1146.

\* BD data on file. Claim based on pilot studies completed by BD.



MSS0098 04/2012

BD  
1 Becton Drive  
Franklin Lakes, NJ USA 07417  
201.847.6800

Unless otherwise noted, BD, BD Logo and all other [trademarks](#) are property of Becton, Dickinson and Company. © 2012 BD  
[Site Map](#) | [Privacy](#) | [Terms & Conditions](#) | [Permission Request](#) | [Trademarks](#) | [BD Worldwide](#)

# Exhibit D



**CUSTOMER SERVICE AGREEMENT**  
LIBRARY 228E \*\* HEALTHCARE

2947 - WM Healthcare Solutions of Washington \* 8111 1st Ave South \* SEATTLE WA 98108

THIS OFFER IS VALID UNTIL: September 1, 2011 EFFECTIVE DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ REASON CODE: \_\_\_\_\_

SALES PERSON: Jeff Norton TERM IN MONTHS 36

Customer: Peace Health Billing Name: See Attached List

Service Address: See Service List Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: Ray Moore Contact: \_\_\_\_\_

Email: rmoore@peacehealth.org Email: \_\_\_\_\_

County: \_\_\_\_\_ In City Limits? \_\_\_\_\_ County: \_\_\_\_\_ In City Limits? \_\_\_\_\_

| Quantity     | Container Size | Waste Type        | Rate ( gal / ea ) | Frequency | Operations to assign route | SUN | MON | TUE | WED | THUR | FRI | SAT |
|--------------|----------------|-------------------|-------------------|-----------|----------------------------|-----|-----|-----|-----|------|-----|-----|
|              |                |                   |                   |           |                            |     |     |     |     |      |     |     |
|              | 31             | Sharp's Recycling | 9.00              |           |                            |     |     |     |     |      |     |     |
| See Attached | 43             | Sharp's Recycling | 9.00              |           |                            |     |     |     |     |      |     |     |

**Special Instructions**

Preferred Delivery Date: \_\_\_\_\_ Quantity: \_\_\_\_\_ Preferred First P/U: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Map Coordinates: \_\_\_\_\_

Special Notes: Master Agreement for Sharps Recycling Program for facilities listed on Attachment A

|                           |                |                  |
|---------------------------|----------------|------------------|
| WASTE MANAGEMENT USE ONLY | Customer Dept. | Rate Restriction |
|                           | P.O. Number    | Date of Increase |
|                           | Acct. Number   | Price Group      |
|                           | Tax Code       | Bill to Acct #   |
|                           | SIC Code       | Disposal Site    |
|                           | Municipality   | Promotion Code   |
|                           | Prev. Provider | Sales Force #    |
|                           | Job Number     | Parent Number    |

| Dollar Amount |                          |  |
|---------------|--------------------------|--|
|               | Flat Rate                | Flat Monthly Disposal Rate                         |
|               | On Call                  | On Call Service Call                               |
|               | OSHA                     | OSHA Compliance                                    |
|               | Replacement Bio Box      | Replacement Box Charge                             |
| \$ 40.00      | Replacement Reusable Tub | Replacement Tub Charge                             |
| \$ 20.00      | Minimum Per Stop         | Minimum Per Stop                                   |
| \$ 12.00      | Overweight Per Cont.     | Overweight Per Container                           |
|               | Enviro Fee               | <a href="http://www.wm.com/fec">www.wm.com/fec</a> |
|               | Fuel Surcharge           |  |

| Container Size         | Maximum Weight |
|------------------------|----------------|
| 20 Gallon Box          | 40 Lbs         |
| 30 Gallon Box          | 50 Lbs         |
| 31 Gallon Reusable Tub | 60 Lbs         |
| 43 Gallon Reusable Tub | 60 Lbs         |

THIS IS AN AGREEMENT. EACH UNDERSIGNED INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ABOVE AND ATTACHED (WHICH ARE INCORPORATED HEREIN) AND THAT HE/SHE HAS THE AUTHORITY TO SIGN. ALL DELIVERY AND PICK UP DATES ARE SUBJECT TO CHANGE DEPENDING ON ROUTE SERVICE IN THE PARTICULAR SERVICE/MARKET AREA.

CUSTOMER: Ray Moore  
 AUTHORIZED SIGNATURE: \_\_\_\_\_  
 NAME, TITLE (PRINT OR TYPE): Ray Moore, Contract Manager  
 DATE: 8/3/11

WM HEALTHCARE SOLUTIONS OF WASHINGTON:  
 AUTHORIZED SIGNATURE: \_\_\_\_\_  
 NAME, TITLE (PRINT OR TYPE): JEFFREY D. NORTON  
 DATE: 08/04/2011

(Please date and initial if more than one location)

DATE

INITIAL

PAGE 1 OF 4

**1. REGULATED MEDICAL WASTE SERVICES.** WM Healthcare Solutions, Inc. (the "Company"), itself or through its subsidiaries and affiliates, will provide Customer with collection, management, transportation, disposal, and treatment of all Regulated medical waste (or "Regulated Medical Waste" or "Waste Material"), and not including Nonconforming Waste as defined here, generated by Customer during the term of this agreement. For the purpose of this agreement "Regulated Medical Waste" includes but is not limited to sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment or medical waste as defined by your State medical waste regulations or the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030). Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations (49 CFR 172.302). "Nonconforming Waste" means (1) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains; (2) radioactive waste; (3) any listed hazardous waste; (4) containers that are damaged, leaking or could cause harm or exposure to employees, general public or others; (5) waste that has been incorrectly identified, labeled and/or segregated; (6) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; (7) pharmaceutical waste (except what is accepted by the Company under our pharmaceutical disposal program); (8) boxes that exceed approved Company and DOT standards; (9) any other waste that cannot be collected, transported or treated by the Company in accordance with state and federal regulations, laws and/or guidelines. Customer is liable for all damages and losses resulting from any Nonconforming Waste due to packing or the contents being collected, transported, treated, or disposed by the Company. Further Waste Acceptance Definitions are addressed in the Attached Waste Acceptance Protocol.

**2. INSPECTION; REJECTION OF WASTE.** Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Waste Material is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's sole expense. Customer shall indemnify, hold harmless (in accordance with Section 6) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

**3. COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will manage the Waste Material in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Waste Material. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

**4. CHARGES AND PAYMENTS.** Customer shall pay the rates set forth in Waste Management's tariff on file with the Washington Utilities and Transportation Commission (current copy attached), rates may be adjusted in accordance with WAC 480-70-236.

**5. UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

**6. ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties relating to the management of Waste Material. Unless otherwise provided herein, any modifications to this Agreement must be in accordance with applicable Washington Administrative Code and Accepted by the Washington Utilities and Transportation Commission (where applicable).

**7. TERM and TERMINATION.** This agreement will be renewed every 36 months or earlier if requested by generator from date written below and Company or Generator may terminate this Agreement in accordance with applicable Washington Administrative Code.

AGREED & ACCEPTED on August 3rd, 2011 ("Effective Date")

WM Healthcare Solutions of Washington

CUSTOMER

Signed: 

Signed: 

Title: Aect. Development mgr.

Title: Contract Manager - Peacock Health

PAGE 2 OF 4



Attachment A  
 Sharps Recycling/Ecofinity Location List  
 For agreement between Waste Management /Becton Dickinson/Peace Health

| Facility Name                                      | City          | State |   |
|--|---------------|-------|---|
| St. Joseph Medical Center                          | Bellingham    | WA    | PILOT FACILITY FOR ECOFINITY SHARPS RECYCLING PROGRAM |
| Ketchikan General Hospital                         | Ketchikan     | AK    | Customer would need to ship to Seattle.               |
| Cottage Grove Hospital                             | Cottage Grove | OR    | Sharps Recycling                                      |
| Oregon State Hospital (Portland) - Specialty Campu | Portland      | OR    | Sharps Recycling                                      |
| Peace Harbor Hospital                              | Florence      | OR    | Sharps Recycling                                      |
| West Valley Hospital                               | Dalles        | OR    | Sharps Recycling                                      |
| Coulee Medical Center                              | Grand Coulee  | WA    | Sharps Recycling                                      |
| Eastern State Hospital                             | Medical Lake  | WA    | Sharps Recycling                                      |
| Prosser Memorial Hospital                          | Prosser       | WA    | Sharps Recycling                                      |
| Pullman Regional Hospital                          | Pullman       | WA    | Sharps Recycling                                      |
| Quincy Valley Hospital                             | Quincy        | WA    | Sharps Recycling                                      |
| Samaritan Hospital                                 | Moses Lake    | WA    | Sharps Recycling                                      |
| Evergreen Surgical Center, LLC                     | Kirkland      | WA    | Sharps Recycling                                      |
| Northwest Kidney Center                            | Seattle       | WA    | Sharps Recycling                                      |
| PeaceHealth Medical Group - PHOR                   | Eugene        | OR    | Sharps Recycling                                      |
| Puget Sound Kidney Center                          | Everett       | WA    | Sharps Recycling                                      |
| Sacred Heart Home Infusion                         | Eugene        | OR    | Sharps Recycling                                      |
| Tri-City Regional Surgery Center                   | Richland      | WA    | Sharps Recycling                                      |
| Western State Hospital                             | Tacoma        | WA    | Sharps Recycling                                      |
| Columbia Basin Hospital                            | Ephrata       | WA    | Sharps Recycling                                      |
| Odessa Memorial Hospital                           | Odessa        | WA    | Sharps Recycling                                      |
| Tri-State Memorial Hospital                        | Clarkston     | WA    | Sharps Recycling                                      |
| Othello Community Hospital                         | Othello       | WA    | Sharps Recycling                                      |
| East Adams Rural Hospital                          | Ritzville     | WA    | Sharps Recycling                                      |
| Ferry County Memorial Hospital                     | Republic      | WA    | Sharps Recycling                                      |
| Lincoln Hospital                                   | Davenport     | WA    | Sharps Recycling                                      |
| Swedish Edmonds Hospital (previously Stevens)      | Edmonds       | WA    | Sharps Recycling                                      |
| Lake Chelan Community Hospital                     | Chelan        | WA    | Sharps Recycling                                      |



Newport Community Hospital  
North Valley Hospital  
Mid-Valley Hospital  
Mason General Hospital  
PeaceHealth Medical Group - WHA  
Whidbey General Hospital

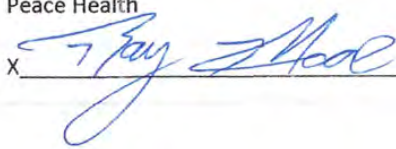
Newport  
Tonasket  
Omak  
Shelton  
Bellingham  
Coupeville

WA Sharps Recycling  
WA Sharps Recycling  
WA Sharps Recycling  
WA Sharps Recycling  
WA Sharps Recycling  
WA Sharps Recycling

This information is acknowledged and correct

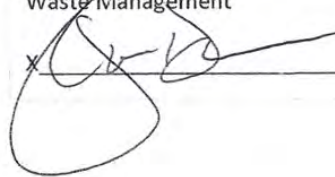
Peace Health

X

 8/3/11

Waste Management

X

 08/04/2011