

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
21-413

SAP Number

### Arrowhead Regional Medical Center

Department Contract Representative William L. Gilbert  
Telephone Number (909) 580-6150

Contractor Stericycle, Inc.  
Contractor Representative Elaine Kielbasa  
Telephone Number 714-642-0160  
Contract Term June 8, 2021 through June 7, 2026  
Original Contract Amount Aggregate NTE \$2,500,000  
Amendment Amount \_\_\_\_\_  
Total Contract Amount Aggregate NTE \$2,500,000  
Cost Center 9184404200

**Briefly describe the general nature of the contract:** A Master Service Agreement with Stericycle, Inc., for the provision of regulated medical waste disposal, for the contract period of June 8, 2021 through June 7, 2026, for an aggregate not to exceed amount of \$2,500,000.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

[Signature]  
Charles Phan, Deputy County Counsel

Date 5/27/2021

Reviewed for Contract Compliance

▶

Date \_\_\_\_\_

Reviewed/Approved by Department

[Signature]  
William L. Gilbert, Director

Date 5/27/21



## Master Service Agreement

**Billing Information:**

Customer/Company Name	County of San Bernardino on behalf of Arrowhead Regional Medical Center	Billing Attention	Purchasing
Customer Address 1	400 N Pepper Ave	Billing Name	
Customer Address 2		Contact Phone #	(909) 580-0080
Customer City/State/Zip	Colton, CA 92324	Contact Fax #	
Contact Title		Contact Email	

This Agreement is entered into, and effective as of the last date executed by both parties, by and between County of San Bernardino on behalf of Arrowhead Regional Medical Center, a Vizient Member (hereinafter referred to as "Customer") and Stericycle, Inc., a Delaware Corporation having a place of business at 2355 Waukegan Road, Bannockburn, IL 60015 (hereinafter referred to as "Stericycle"). This Agreement is made pursuant and is subject to the terms and conditions set forth in the Supplier Services Agreement, by and between Stericycle and Vizient (the "GPO Agreement").

Services to be Provided		
<input checked="" type="checkbox"/> <b>Regulated Medical Waste Disposal</b> Treatment and disposal of medical and Bio-hazardous waste	<input type="checkbox"/> <b>Sharps Disposal Management</b> Comprehensive proactive sharps disposal service with reusable containers	<input type="checkbox"/> <b>Integrated Waste Stream Solutions</b> All-encompassing on-site waste stream management services
<input type="checkbox"/> <b>Pharmaceutical Waste Disposal</b> Help characterize, segregate, transport and properly dispose of pharmaceutical waste	<input type="checkbox"/> <b>Hazardous Waste Disposal</b> Environmentally sound and flexible solution for all hazardous waste streams	<input type="checkbox"/> <b>Medical Product Supplies</b> On-demand product/supplies containers or Mail Back auto replenishment
<b>Service Details are referenced in Corresponding Attachments included herein.</b>		

**Agreement Effective Date:** Last date executed by both parties  
**Terms of Agreement:** 60 months

**Master Agreement ID:** SV2425 Exhibit C-1

See Master Agreement ID (The Master) for services between the Customer and Supplier. The execution of this Master Service Agreement ("Agreement") constitutes the Customer's agreement to participate in this Agreement. All capitalized terms not defined in this Agreement will have the meaning given to them in the GPO Agreement. The parties' obligations and responsibilities under the Agreement are set forth. The parties shall agree to be bound by and shall comply with all applicable provisions of the Agreement, which is incorporated by reference. To the extent of any inconsistency between this Agreement and the GPO Agreement, the terms of the GPO Agreement shall control.

**Stericycle, Inc.**

Service Provider Name: Stericycle, Inc.  
 Representative Name: Enrico Vona  
 Representative Title: VP, US Hospital Sales  
 Date: May 20, 2021  
 Signature: *Enrico Vona*

**Customer**

Customer/Company Name: County of San Bernardino on behalf of Arrowhead Regional Medical Center  
 Signee Name: Curt Hagman  
 Signee Title: Chairman, Board of Supervisors  
 Date: JUN 03 2021  
 Signature: *Curt Hagman*  
 GPO ID #: See Location Listing

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions that appear on following pages hereof and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

## TERMS AND CONDITIONS

**1. Regulated Medical Waste Services.** Stericycle, Inc. has obtained and will maintain throughout the term of this Agreement all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to customer. Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-Conforming Waste) generated by Customer during the term of this Agreement. Stericycle employees may refuse containers that are reasonably determined to be Non-Conforming Waste as identified in the Waste Acceptance Policy (WAP). Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations. Customer warrants that the waste presented for disposal will not contain any "hazardous", "toxic", or "radioactive" wastes as defined by all applicable laws or regulations and shall be liable for any injury, loss or damage resulting from non-conforming waste. Further definitions are part of this contract under the current WAP. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's Waste Acceptance Policy may also be obtained from your local Stericycle representative. Title to Regulated Medical Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Customer for proper disposal after collection or otherwise disposed of in accordance with Customer's instructions or arrangements.

**2. Recordkeeping and Compliance with Laws** Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, permits, required state registrations, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to generation, storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

**3. Term, Pricing and Termination** The term ("Term") of this Agreement is established on page one of this document, **60 months** from the date of execution of this agreement.

- (a) Customer shall pay Stericycle the prices set forth on the Attachment A of this Agreement. Stericycle may increase the contract price by 4%. Such increase may not be implemented until the date occurring after the first 12 months of the Term with a 36-month agreement, and after 18 months with a 60-month agreement. Thereafter, price increases may be implemented on each subsequent anniversary date of the initial price increase. Stericycle may adjust the contract price to account for operational changes it implements to comply with changes in law and/or changes in customer's service requirements, or to otherwise cover unforeseen, significant cost escalation.
- (b) Stericycle has instituted a per invoice fuel surcharge to manage and isolate the impact of Diesel fuel price fluctuations. The fuel surcharge is based on the U.S. 'On Highway' Diesel Price Index. A table outlining the Fuel Surcharge can be found in Attachment D of this agreement.
- (c) In the event of breach of any provision of this Agreement, the non-breaching party shall notify the breaching party in writing of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within thirty (30) days of such notice, the non-breaching party may immediately terminate this Agreement on written notice to the breaching party, and such termination shall not preclude the non-breaching party from pursuing any and all remedies available to it at law or in equity.
- (d) If Customer breaches this Agreement by terminating Stericycle's collections prior to the expiration of its Term or in any other way intentionally violates this agreement in such a way that Stericycle's continued performance is rendered impossible or commercially impracticable, then Stericycle shall be entitled to collect from Customer an amount in liquidated damages (a) equal to 50% if in first 12 months of agreement (b) equal to 45% if in months 12 through 24, or (c) equal to 40% if past the initial 24 months of the agreement, of Customer's average charge on a monthly basis based on the 12 months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) times the number of months, including prorated partial months, remaining until the expiration date of the Term or Extension Term. Customer hereby acknowledges (i) that Stericycle's damages resulting from the premature termination of collections include lost profits, inefficiencies resulting from route changes and reduced treatment plant throughput, increased administrative overhead, unrecoverable sunk training/instruction costs, and other elements of injury, (ii) that such damages are extremely difficult to quantify as they relate to any one customer, and (iii) that the foregoing liquidated damages amount is a reasonable estimate of actual expected damages and is not a penalty. Liquidated damages as described herein is Stericycle's sole remedy for Customer's improper early termination.
- (e) Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days' notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit or required to perform this Agreement or in the event that a change in any law, regulation or ordinance makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.
- (f) Upon 30 days' notice to Stericycle, Customer shall have the right to add or delete mutually acceptable Customer facilities receiving Regulated waste services under this Agreement. This addition or exclusion of any facility participating under this Agreement shall have no effect on the services provided the other participating facilities.

**4. Survival** The term of this agreement is established on page one of the documents. If Stericycle is re-awarded a new GPO agreement for medical waste management services, Members having signed a waste service agreement under the previous GPO agreement will continue to have their sales reported and Administrative Fees paid for their Stericycle waste purchase activity on the new GPO agreement without any further action being required, through the term of the Stericycle waste service agreement.

**5. Billing** Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In the event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 3, above), Stericycle may remove all containers belonging to it from Customer's premises. Any non-compliant containers will be billed an additional

container charge at the current container rate not to exceed 1.25% of Stericycle's cost. Non-compliant containers include containers that are overweight under applicable laws or regulations or containers holding Non-Conforming Waste.

**6. Surcharge** Stericycle may also impose a 'no waste' surcharge identified in the pricing attachment in the event that Stericycle attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Regulated Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed.

**7. Liability for Equipment** Customer shall have the care, custody and control of containers and other equipment placed at Customer's premises which is owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle.

**8. Indemnification** In addition to and not limited by the indemnification obligations set forth in the GPO Agreement, Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Stericycle agrees to pay the reasonable attorneys' fees and costs incurred by the Customer in bringing a successful indemnification claim under this Paragraph.

**9. Compliance with Laws** Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable thereto and relating to its performance hereunder. As of the date of this Agreement, Stericycle has obtained, and agrees to maintain during the Term of this Agreement, all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer and Stericycle each hereby agrees to comply with all federal and state laws, rules and regulations applicable to their handling of Regulated Waste and their performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records and any other records or reports or memoranda consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to storage or handling of Regulated Waste and the services to be performed under this Agreement.

**10. Force Majeure.** The obligations of either party to perform under this Agreement will be excused during each period of delay caused by acts of God, war or terrorism, or by shortages of power or materials or government orders which are beyond the reasonable control of the party obligated to perform and prevents the party from being able to perform ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such party shall: (1) immediately notify the other party in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) days following notice by such party pursuant to this Agreement, the other party may terminate this agreement immediately upon written notice to such party.

**11. Independent Contractor** Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

**12. Amendment and Waiver** All other amendments to this Agreement (other than as provided in 3(b)) shall be affected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

**13. Savings Clause** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated

**14. Entire Agreement** This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 13) together with the GPO Agreement constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

**15. Governing Law and Venue** This Agreement shall be governed by and construed in accordance with the laws in the state of California without regard to the conflicts of laws rules of any jurisdiction. Any action arising under this Agreement shall be venue in the San Bernardino County Superior Court.

**16. Notices** All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent postage prepaid to the parties' as follows: In the case of Stericycle, to the Stericycle LQ Sales Department address as follows: Attn: Stericycle LQ Sales Department, 2355 Waukegan Road, Bannockburn, IL 60015. In the case of Customer, to Arrowhead Regional Medical Center, 400 N. Pepper Avenue, Colton, CA 92324, Attn: Hospital Director. Notices shall be effective two days after notice is sent in accordance with this provision.

**17. Assignment** Neither party will assign any rights or obligations under this Agreement without the express written consent of the other party. Such consent shall not be unreasonably withheld.

**18. Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. An electronic copy or facsimile of this Agreement shall be as effective as an original.

**19. Limitation of Liability.** Except as explicitly provided in this Agreement, neither party shall be liable to the other for any loss of profits or other consequential damages sustained by the other party in connection with performance or nonperformance under this Agreement.

**20. Waste Brokers** Stericycle reserves the right to deal solely with the Customer and not with any third-party agents of the customer for all purposes relating to this Agreement (other than as contemplated by the GPO Agreement). Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

## Attachment A Pricing

Hospital Price Structure	See Attachments for Applicable Locations	
Service Rate Type	Effective Rate	Unit of Measure
Regulated Medical Waste	\$0.29	Per Lb.
Incineration/PATH/Trace Chemo	\$0.85	Per Lb.
Transportation & Collection		Per Stop
Minimum	\$50.00	Fixed
Service No Waste		Per Stop
Record Retention	\$8.29	Per Shipping Document

Offsite Price Structure	See Attachments for Applicable Locations	
Recurring Rate Type	Effective Rate	Unit of Measure
Regulated Medical Waste	\$28.121	Per Container
Incineration/Trace Chemo/PATH	\$37.856	Per Container
Transportation & Collection		Per Stop
Minimum	\$50.00	Fixed
Service No Waste		Per Stop
Record Retention	\$8.29	Per Shipping Document

Stericycle reserves the right to charge for a minimum container weight for each container collected at a customer's site. The minimum weight is determined to be 65% of a container's gallon capacity. Stericycle will assign a minimum weight per each container type that equates to 1 lb. per each gallon of capacity (e.g., a 30-gallon container has a minimum weight of 19.5lbs). If the weight of each container collected does not meet the assigned minimum weight for that container type, Stericycle will charge the current per lb. rate to the assigned minimum weight to calculate the container price.

**Attachment B**  
**Service Locations**  
**Customer locations, serviced by Stericycle under this agreement**

Additional Locations: In the event that Customer acquires, leases, takes control or otherwise adds a location in a Stericycle service area, Customer shall notify Stericycle of the new location, and upon receiving notification, Stericycle shall add those serviced locations under the provisions of this service agreement, via an addendum.

In the event any new Customer Location is party to an existing agreement for services similar to the Services by a vendor other than Stericycle: (i) Customer will use commercially reasonable efforts to terminate such agreement as soon as possible; and (ii) such locations shall immediately become a Customer Location upon the expiration of such agreement.

<b>Cust-Site</b>	<b>Price Structure</b>	<b>Location Name</b>	<b>Address</b>	<b>Service Frequency</b>	<b>GPO ID #</b>
6006293-001	Hospital	Arrowhead Regional Medical Ctr	400 N Pepper Ave., Colton, CA 92324	Weekly	
6006293-004	Offsite	Fontana FHC	16854 Ivy Ave. Fontana, CA 92335-1504	Weekly	
6006293-005	Offsite	McKee FHC	1499 E. Highland Ave. San Bernardino, CA 92404-4624	Every 2 Weeks	
6006293-006	Offsite	Westside FHC	850 E. Foothill Blvd. Rialto, CA 92376-5230	Every 4 Weeks	
6006293-007	Offsite	Arrowhead Fam Health Ctr Redland	800 E Lugonia Ave #F, Redlands, CA 92374-2550	Every 2 Weeks	

# Attachment C Waste Acceptance Policy



## Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email [custcare@stericycle.com](mailto:custcare@stericycle.com).

### REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term 'medical waste' includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this excludes RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauteries, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle cannot accept bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle cannot accept these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from these agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

*\* Un-dispensed from DEA Registrant*

### WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202)

### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be reouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

### STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

#### ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

#### ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA schedule drugs, including controlled substances\*
- California Only - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

#### OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances\*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

*\*Consult Stericycle's Representative for specific requirements*

*Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at [custcare@stericycle.com](mailto:custcare@stericycle.com).*

We protect what matters.

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## Attachment D - Energy Charge

### Percent of Invoice Fuel Surcharge

Stericycle uses an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first business day of each month. The surcharge will be based on the National U.S. Average 'On Highway' Diesel Fuel Price reported by the U.S. Department of Energy for the prior month to the adjustment.

The prices on these indexes are published by the U.S. Dept. of Energy and Stericycle is not responsible for the information provided.

<b>Stericycle Energy Charge Table</b>		
<b>At Least (price per gallon)</b>	<b>But Less Than (price per gallon)</b>	<b>Surcharge (% of Invoice)</b>
0	\$2.75	5.80%
\$2.76	\$3.00	6.30%
\$3.01	\$3.25	6.90%
\$3.26	\$3.50	7.40%
\$3.51	\$3.75	7.90%
\$3.76	\$4.00	8.50%
\$4.01	\$4.25	9.00%
\$4.26	\$4.50	9.60%
\$4.51	\$4.75	10.10%
\$4.76	\$5.00	10.70%
\$5.01	\$5.25	11.20%
\$5.26	\$5.50	11.70%
\$5.51	\$5.75	12.30%
\$5.76	\$6.00	12.80%

*If the diesel rate rises above \$6.00, the 12.80% surcharge will be increased  
0.6% for every \$0.25 increase in the diesel rate.  
Stericycle reserves the right to update or modify the fuel table without prior notice.*