

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



Contract Number

21-412

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 pharmaceutical 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

Charles Phan, Deputy County Counsel

Date 5/27/2021

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

5/27/21

**Master Service Agreement****Billing Information:**

Customer Name	County of San Bernardino on behalf of Arrowhead Regional Medical Center	Billing Attention	
Customer Address 1	400 N Pepper Ave	Billing Name	Customer Contact
Customer Address 2		Contact Phone #	(909) 580-1000
Customer City/State/Zip	Colton, CA 92324	Contact Fax #	
Contact Title	Purchasing	Contact Email	

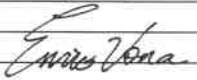
This Agreement is entered, and effective as of the last date executed by both parties, by and between County of San Bernardino on behalf of Arrowhead Regional Medical Center, a Vizient Member (hereinafter referred to as Customer), and Stericycle, Inc., a Delaware Corporation having a place of business 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		
☐ Regulated Medical Waste Disposal Treatment and disposal of medical and Bio-hazardous waste	☐ Sharps Disposal Management Comprehensive proactive sharps disposal service with reusable containers	☐ Integrated Waste Stream Solutions All-encompassing on-site waste stream management services
☒ Pharmaceutical Waste Disposal Help characterize, segregate, transport and properly dispose of pharmaceutical waste	☐ Hazardous Waste Disposal Environmentally sound and flexible solution for all hazardous waste streams	☐ Medical Product Supplies On-demand product/supplies containers or Mail Back auto replenishment
Service Details are referenced in Corresponding Attachments included herein.		

Agreement Effective Date: Last date executed both parties**Master Agreement ID:** SV2425 Exhibit C-3a**Terms of Agreement:** 60 months

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 shall have the meaning given to them in the GPO Agreement. The Member's obligation and responsibilities under the Agreement are set forth. The Member 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: 

Customer

Customer Name: County of San Bernardino on behalf of
Arrowhead Regional Medical Center
Signee Name: 
Signee Title: Chairman, Board of Supervisors
Date: JUN 03 2021
Signature: 
GPO ID #:

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.

Stericycle, Inc. • 2355 Waukegan Road, Bannockburn, IL 60015 • www.stericycle.com

TERMS AND CONDITIONS

1. Pharmaceutical Waste Compliance Services Stericycle, Inc. has obtained and will maintain throughout the term of the 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 provide pharmaceutical waste compliance services to Customer as described in detail in Exhibit A hereto. The services shall include, the pickup, transportation and disposal of Pharmaceutical Waste, which is defined as waste listed under the "Accepted Waste Streams" section of the Waste Acceptance Policy ("WAP") attached hereto, as the WAP may be amended 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. Customer warrants that the waste presented for disposal will conform to the WAP. Title to Pharmaceutical Waste (other than waste that does not conform to the requirements of the WAP ("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 the Pharmaceutical 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 Exhibit B 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 Exhibit F 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 the GPO Agreement, 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 follow: 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: Chief Executive Officer. 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, Stericycle shall not be liable for any loss of profits or other consequential damages sustained by Customer 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 liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

Exhibit A – Scope of Work

STERICYCLE PHARMACEUTICAL WASTE COMPLIANCE PROGRAM

Stericycle shall provide pharmaceutical waste compliance services to Customer. These services shall include:

Phase I: Rx Formulary Waste Characterization, Program Design & Start-Up

Rx Formulary Waste Characterization

Stericycle shall provide initial and ongoing waste characterization of the formulary.

Pharmaceutical Waste Program Design & Start-Up Stericycle will assist Customer with designing the program elements needed for an effective Pharmaceutical Waste Compliance Program. The program design, implementation, and training include:

- Assistance in establishing the internal labeling system for pharmaceuticals dispensed from the pharmacy in order to allow hospital staff to properly identify waste streams
- Identification and set-up of satellite accumulation areas / points of collection
- Evaluation of Customer's current centralized hazardous waste storage area and making of recommendations on the space requirements, material flow, and necessary equipment to establish a central accumulation area appropriate for the Customer's Rx waste compliance needs
- Assistance in establishing the internal logistics system for satellite container supply, transfer, and storage
- Recommendations as to set of containers to be used in the satellite accumulation areas.

Phase II: On-site Segregation & Disposal

Stericycle will provide on-site pharmaceutical waste labeling and packing services by a Field Technician trained in proper handling and safety procedures. Customer is solely responsible for segregating non-hazardous waste, hazardous waste, incompatible hazardous.

****In the event the Customer account currently uses our Reusable Sharps Management Services **** Stericycle will also provide internal transport of containers from the Satellite Accumulation Areas (SAA) to the Central Accumulation Area (CAA) for a fee noted on Exhibit.

Transportation & Disposal services include:

- Manifested pickup of pharmaceutical waste from Customer sites
- DOT Waste disposal containers with labeling
- Transport to a regulated destruction facility for disposal

Phase III: On-going Consulting, and Support

Stericycle will provide guidance and recommendations based on customer waste generation patterns. Customer may request, and Stericycle may provide additional training for an additional fee.

Exhibit B

Pricing

Hospital Price Structure	See Attachments for Applicable Locations	
Recurring Rate Type	Effective Rate	Unit of Measure
Monthly Flat Fee (RX Program)	\$22,200.00	Per Month
Service Rate Type	Effective Rate	Unit of Measure
Minimum	\$50.00	Fixed
Service No Waste	\$50.00	Per Stop
Fuel/Energy Surcharge	6.30%	See Exhibit F
Record Retention	\$8.29	Per Shipping Document
Services Covered Under Reoccurring Rate		
Price Protection Period	Depends on Term	Months
Service Adjustment 1	see section 3	18
Service Adjustment 2	see section 3	12
Service Adjustment 3	see section 3	12
Service Adjustment 4	see section 3	12

Off-Site Price Structure	See Attachments for Applicable Locations	
Recurring Rate Type	Effective Rate	Unit of Measure
Monthly Flat Fee (RX Program)	Included	Per Month
Service Rate Type	Effective Rate	Unit of Measure
Minimum	N/A	Fixed
Service No Waste	N/A	Per Stop
Fuel/Energy Surcharge	6.30%	See Exhibit F
Record Retention	\$8.29	Per Shipping Document
Services Covered Under Reoccurring Rate		
Price Protection Period	Depends on Term	Months
Service Adjustment 1	see section 3	18
Service Adjustment 2	see section 3	12
Service Adjustment 3	see section 3	12
Service Adjustment 4	see section 3	12

CONTAINER ADJUSTMENT PERIOD

Stericycle and CUSTOMER recognize that during the thirty (30) day period, the "Adjustment Period" following installation the number of containers on the Premises or volume of containers at various locations may need modification due to a variety of factors. Stericycle fees may be increased or decreased in the event container locations and volumes vary by more than 3% from the facility survey conducted. This increase or decrease in the monthly fee during the Adjustment Period may occur without amending this Agreement.

After the Adjustment Period additional container locations or volumes added to the CUSTOMER Premises will result in increased monthly Service Fees of \$18.00 for each two (2), three (3) or four (4) gallon container, \$27.00 for each eight (8) gallon container and \$34.00 for each seventeen (17) gallon container.

Internal Transport Fee	\$ Included
Packing Fee	\$ Included
Non-hazardous Waste Disposal & Transportation	\$ Included
Hazardous Waste Disposal	\$ Included*
Dual Waste Disposal	\$ Included
Hazardous Transportation	\$ Included
Containers/	\$ Included (See leasing attachment 2)

Optional Services

Characterization of Clinical Study Drugs	\$500.00 each
Additional Training	\$150 per hour plus travel expenses
Unscheduled Stop Charge	\$204 per stop
Zip lock Baggies 1 Qt. (500)	\$58.32
Zip lock Baggies 1 gallon (250)	\$52.48

Exhibit C
to
Master Service Agreement

Leasing Agreement for Flat Fee Pricing Only

LICENSED EQUIPMENT

All containers and other equipment furnished by STERICYCLE to CUSTOMER ("Pharmaceutical Waste Equipment") are provided pursuant to a License as more fully described below:

(a) **License Grant.** STERICYCLE grants to CUSTOMER, as Licensee, under intellectual and personal property rights, and Licensee hereby accepts, a non-exclusive, non-transferable, revocable, non-sublicensable right and license, during the Term and subject to payment of the applicable Fees, to use the STERICYCLE equipment solely and exclusively for the purpose of Pharmaceutical Waste Services on the Premises.

(b) **Terms and Restriction of Use.** The Licensee is permitted to use the Pharmaceutical Waste Equipment exclusively in conjunction with STERICYCLE Rx Waste Services. Licensee may not, directly or indirectly, allow any other person to use or access the pharmaceutical waste Equipment, and may not, directly or indirectly, use or permit the use of Pharmaceutical Waste Equipment for any purpose other than STERICYCLE Rx Waste Services. Without limiting the foregoing, Licensee is expressly prohibited from selling, renting, sublicensing, leasing or otherwise making available the Pharmaceutical Waste Equipment for any purpose including but not limited to, reverse engineering, disassembling, or outsourcing for the benefit of any third parties, except to the extent otherwise expressly permitted by applicable law; or

(c) **Notices of Unauthorized Use or Alleged Infringement.** Licensee agrees to notify STERICYCLE immediately if it becomes aware of any unauthorized use or disclosure of the Pharmaceutical Waste Equipment or if it becomes aware of any alleged facts that, if true, would support a claim that a third party is infringing the rights of STERICYCLE in the Pharmaceutical Waste Equipment. Licensee will advise STERICYCLE of the specific details of the unauthorized use or infringement claim.

(d) **Reservation of Rights.** Any use of the Pharmaceutical Waste Equipment not specifically permitted by this Exhibit is expressly prohibited. All rights not expressly granted hereunder by STERICYCLE are expressly reserved by STERICYCLE or its licensors, and no other license or right is granted to Licensee by implication, estoppel or otherwise.

Exhibit D
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.

Cust-Site	Location Name	Address	Service Frequency	GPO ID #
6006293-750	RxW/Arrowhead Regional Medical Center	400 N Pepper Ave, Colton, CA 92324	Weekly	
6006293-751	RxW/Fontana FHC	16854 Ivy Ave, Fontana, CA 92335-1504	E2W	
6006293-752	RxW/McKee FHC	1499 E Highland Ave San Bernardino, CA 92404-4624	E2W	
6006293-753	RxW/Westside Arrowhead FHC	850 E Foothill Blvd Rialto, CA 92376-5230	E2W	
6006293-754	RxW/Arrowhead Family Health Center	800 E Lugonia Ave, Suite F, Redlands, CA 92374-2550	E2W	

Exhibit E



STERICYCLE NON HAZARDOUS PHARMACEUTICAL WASTE ACCEPTANCE POLICY

ACCEPTED 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.
- ✓ **Non-RCRA Hazardous Pharmaceuticals** – Must be characterized and certified as non-RCRA hazardous material by the generator. Consult Stericycle Representative for specific requirements.

WASTE NOT ACCEPTED BY STERICYCLE

- ✗ **RCRA Hazardous Pharmaceutical Waste**
- ✗ **Chemicals** – Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer, developer
- ✗ **Hazardous Waste** – Drums or other Containers with a hazard warning symbol, batteries, and other heavy metals
- ✗ **Radioactive Waste** – Any Container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials
- ✗ **Bulk Chemotherapy Waste**
- ✗ **Compressed Gas Cylinders, Canisters, Inhalers, and Aerosol Cans**
- ✗ **Any Mercury-Containing Material or Devices** – Any mercury thermometers, sphygmomanometers, laboratory or medical devices
- ✗ **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

RESPONSIBILITY FOR PROPER SEGREGATION

Customer is solely responsible for ensuring the proper segregation of non-RCRA hazardous waste. If any of the Waste Not Accepted by Stericycle (Non-conforming Waste) is found in the non-RCRA hazardous waste stream, then Customer will be solely responsible for all costs associated with clean-up, transportation, treatment, and disposal of the Non-conforming Waste by a company or companies permitted to clean-up, transport, treat, and dispose of such Non-conforming Waste.

ADDITIONAL POLICIES

Additional waste acceptance policies may apply based on state or permit specific requirements.

Exhibit F - 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.

Stericycle Energy Charge Table		
At Least (price per gallon)	But Less Than (price per gallon)	Surcharge (% of Invoice)
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.*