

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



Contract Number

21-414

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 hazardous 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**

Customer/Company Name	County of San Bernardino on behalf of Arrowhead Regional Medical Center	Billing Attention	
Customer Address 1	400 N. Pepper Avenue	Billing Name	
Customer Address 2		Contact Phone #	
Customer City/State/Zip	Colton, CA 92324	Contact Fax #	
Contact Title	Eddy Evans	Contact Email	EvansEd@armc.sbcounty.gov

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 (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, LLC (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	X 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 by both parties

Master Agreement ID: SV2425 Exhibit C-4

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 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: 

Customer

Customer/Company Name: County of San Bernardino on behalf of
Arrowhead Regional Medical Center
Signee Name: Chris Hagman
Signee Title: Chairman, Board of Supervisors
Date: JUN 08 2021
Signature: 
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 the following pages hereof and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this agreement.

STERICYCLE USE ONLY

Type of Agreement:	Affiliation Code:	LQ Record #:
Purchase Order #: _____ From: ____/____/____ To: ____/____/____	Segment Code:	LQ Contract #:

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

TERMS AND CONDITIONS

1. Hazardous Waste Services and Customer Responsibilities

(a) Certain capitalized terms as used in this Agreement or any attachment hereto shall have the definitions given to them in Schedule A hereto. 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 will manage Customer's Waste that are Hazardous Waste and/or Universal Waste, as more fully described in Attachment C. Customer shall place only Conforming Waste into the containers provided. Customer warrants that the Waste presented for disposal will not contain any Non-Conforming Waste and Customer shall be liable for any injury, loss or damage resulting from violations of such applicable law regarding disposal of Non-Conforming Waste. Stericycle employees may refuse containers that are reasonably determined to contain Non-Conforming Waste or otherwise do not comply with Stericycle's Waste Acceptance Policy ("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 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 Conforming 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.

(b) Any Waste tendered to Stericycle by Customer or at Customer's locations will conform fully with the applicable Waste Characterization Data for that Waste, be labelled by Customer in conformance with applicable laws and so as to communicate its contents to Stericycle, and be segregated from other Wastes in accordance with the WAP. Customer will provide Stericycle with complete and accurate Profile Sheet(s), Waste Characterization Form(s) and other Waste Characterization Data to assure accurate Waste Characterizations. Customer shall tender to Stericycle only fully Conforming Waste and follow all applicable Laws in storing, handling, treating, segregating, labelling, securing, manifesting, and inspecting such Waste and in preparing and maintaining records relating to that Waste. Customer agrees to comply with Stericycle's Waste Acceptance Policy set forth in the attachment hereto. Customer will provide Stericycle advance notice of any changes in the ingredients of, character of, substances contained in or processes involved in generating any Waste for which services are performed, and Customer shall conduct a new Waste Characterization and provide Stericycle with revised Waste Characterization Data before tendering such Waste to Stericycle for services.

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 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 to the parties' addresses 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, 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 liquated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

Schedule A

Definitions

“Conforming Waste” means Waste that is tendered to Stericycle for Services under this Agreement in compliance with the terms of this Agreement and applicable Law and that: (a) fully conforms to correct and complete Waste Characterization Data; (b) conforms in its content to any associated labelling or packaging; (c) is properly segregated from other types of Wastes; and (d) is properly packaged or containerized.

“Hazardous Waste” means any waste containing hazardous, toxic or radioactive substances, as such terms are defined by applicable Laws, including any substance regulated by the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, as amended, or any listed or characteristic hazardous waste under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, as amended (**“RCRA”**) or under any comparable state or local laws, and any waste material that has been mixed with, derived from or came into contact with any of the foregoing, put shall not include pharmaceutical waste.

“Nonconforming Waste” means any material tendered to Stericycle under this Agreement that is not a Conforming Waste.

“Profile Sheet” or **“Waste Characterization Data Form”** means form(s) used to obtain Waste Characterization Data that may be made available to Customer by Stericycle on a case-by-case basis depending on the type of Waste managed.

“Universal Waste” means specific hazardous wastes that the EPA has identified in 40 CFR part 273 (batteries, lamps, mercury-containing equipment, pesticides) and any other waste that individual states may have added to this list.

“Waste” means Hazardous Waste or Universal Waste.

“Waste Characterization” means the process of determining a Waste’s regulated status according to applicable laws.

“Waste Characterization Data” means all information used for Waste Characterization, including but not limited to generator knowledge, descriptions of the processes generating the Waste, material safety data sheets, ingredient information, package inserts, analytical testing, and other information describing a Waste’s characteristics.

Attachment B - Pricing

Hazardous Waste Disposal Pricing:

Service Description	UOM	Process Code	Service Code	Rate	Minimums
Pharm Waste:					
Non-Hazardous Pharmaceuticals	DR55	INC27-1	I2701	\$250.00	
Non-Hazardous Pharmaceuticals	LB	INC27-1	I2701	\$1.67	Light Weight Container Minimums Apply
RCRA Pharmaceuticals	DR55	INC29	I2900	\$451.00	
RCRA Pharmaceuticals	LB	INC29	I2900	\$3.01	Light Weight Container Minimums Apply
P-Listed RCRA pharmaceuticals Waste	DR55	INC29-2	I2902	\$521.00	
Dual Waste	DR55	INC31-2	I3102	\$1,250.00	
Dual Waste	LB	INC31-2	I3102	\$8.33	Light Weight Container Minimums Apply
Lab Packs:					
Fuels for thermal treatment	DR55	AF07	LPA01	\$312.00	
Oxidizer	DR55	INC14-E	LPI02	\$1,120.00	
Isocyanates	DR55	INC14-I	LPI03	\$1,089.00	
Reactive Metals (Li, Na, K - 1 lb. under oil)	LB	INC15-1	LPI05	\$52.50	Lab Pack Minimums Apply
Dioxins (F027)	LB	INC15-F2	LPI06	\$63.63	Lab Pack Minimums Apply
Landfill, Non-regulated	DR55	LF06	LPL01	\$358.00	
Non-reactive	DR55	LP01	Missing	\$603.00	
Reactive	LB	LP02	Missing	\$7.63	Lab Pack Minimums Apply
Treatment, corrosives	DR55	LP04	Missing	\$407.00	
Retort, Inorg Hg Compd/Soln	DR55	REC04-H1	LPR01	\$4,338.00	
Treatable oxidizers	DR55	STAB06-6	LPS01	\$780.00	
Stab, Characteristic Metal	DR55	STAB19	LPS02	\$510.00	
Containerized Waste Streams:					
Flammable liquid (xylene, methanol, ethanol, stains)	DR55	AF01	A0100	\$239.00	
AF<1" Sludge 3-6%halo BTU > 5k	DR55	AF01-1	A0101	\$189.00	
AF<1" Sludge 6-10% halo BTU>5k	DR55	AF01-2	A0102	\$178.00	
AF<1" Sludge 20-25%halo BTU>5k	DR55	AF01-4	A0104	\$212.00	
AF<1" sludge,>25% halo BTU >5K	DR55	AF01-5	A0105	CBC	
High Water Solvents - 55-gallon drum	DR55	AF01-9	A0109	CBC	
AF 0-25% sludge<3%halo BTU> 5k	DR55	AF02	A0200	\$272.00	
AF 25-50% sludge<3%halo BTU>8k	DR55	AF03	A0300	\$291.00	
AF >50% sludge<3% halo BTU>10k	DR55	AF04	A0400	\$332.00	
AF <3" sludge3% hal NR BTU > 50	DR55	AF05	A0500	\$204.00	
Waste paint - (oil based D001 code)	DR55	AF06	A0600	\$318.00	
AF solid/debris haz to kilns	DR55	AF09	A0900	\$524.00	
*Non-DOT, Non-RCRA Hazardous Waste - 55-gallon drum (oily rags, sorbents, antifreeze)	DR55	AF12	A1200	\$291.00	
Non-Hazardous Fixer/Developer WTE- 55-gallon drum	DR55	AF13	A1300	CBC	
AF Spec Handling	DR55	AF16	A1600	CBC	
AF solid/debris haz to kilns	DR55	AF17	A1700	\$266.00	
AF solid/debris haz	DR55	AF17-2	A1702	CBC	
COVID-19 Decon Debris for Waste to Energy	DR55	AF24-1	Missing	\$425.00	
Flammable Aerosols	DR55	INC01-1	I0101	\$497.00	
CALIBRATION GAS CYLINDERS	Each	INC03	I0300	CBC	
Cat 1 cyl lecture INC03-1LE	Each	INC03-1LE	I31LE	\$257.00	
Cat 1 cyl med INC03-1M	Each	INC03-1M	I310M	\$435.00	
Cat 1 cyl small INC03-1S	Each	INC03-1S	I310S	\$308.00	
Cat 2 cyl lecture INC03-2LE	Each	INC03-2LE	I32LE	\$361.00	
Cat 3 cyl lecture INC03-3LE	Each	INC03-3LE	I33LE	\$472.00	
Cat 4 cyl lecture INC03-4LE	Each	INC03-4LE	I34LE	\$929.00	
CN LIQ 0-100k ppm INC04	DR55	INC04	I0400	\$1,665.00	
LIQUIDS - PESTICIDE SOLUTIONS	DR55	INC08	I0800	\$1,041.00	
Liquids- Lean waters, < 5% chlorinated solvents, <2500 btu	DR55	INC09	I0900	\$624.00	
LP, oxidizer	LB	INC11	LPI02	\$3.45	Common Container Minimums Apply
LP, Reactive	LB	INC11-1	LPI04	\$9.00	Common Container Minimums Apply
LP, Non-reactive	LB	INC13	LPI01	\$1.48	Common Container Minimums Apply
Debris for incin	LB	INC16	I1600	\$1.82	Lab Pack Minimums Apply
Cont solid for incineration	LB	INC17	I1700	\$2.01	Common Container Minimums Apply
Halo Liq >10% halogens- incin	DR55	INC18-2	I1802	\$814.00	
Non-comp for Direct Pump Incin	LB	INC19	I1900	CBC	Common Container Minimums Apply
Reac non-comp LIQ INC19-3	LB	INC19-3	I1903	\$3.03	Common Container Minimums Apply
BUTANE REFILL	LB	INC19-6	I1906	\$2.15	Common Container Minimums Apply

Methanol, Glacial Acetic Acid Poly Drum - 15-gallon drum	DR55	INC20	I2000	\$791.00	
INC Alk liq-incin/DIRincin	DR55	INC21	I2100	\$780.00	
ACID ALK <5000 BTU INC24	LB	INC24	I2400	\$2.23	Common Container Minimums Apply
Pest/Fert Solid INCIN	LB	INC25	I2500	\$2.08	Common Container Minimums Apply
Formalin for RCRA incin	LB	INC27	I2700	\$1.75	Common Container Minimums Apply
Biopsy Methanol Vials - 55-gallon drum	DR55	INC27-2	I2702	\$512.00	
Formalin and Animal Parts for RCRA Incineration	DR55	INC27-3	I2703	\$512.00	
Fuel LIQ>5k BTU<5% halo INC28	LB	INC28	I2800	\$0.96	Common Container Minimums Apply
RCRA pharmaceuticals containing HG for incineration	DR55	INC29-1	I2901	\$524.00	
Chemo Hood Filters	DR55	INC29-3	I2903	CBC	
LP, oxidizer	DR55	INC29-5	LPI02	\$746.00	
LP, Non-reactive	DR55	INC29-8	LPI01	\$678.00	
RCRA/Non-RCRA DEA pharm INC30	DR55	INC30	I3000	CBC	
COVID-19 Decon Debris for Incineration	DR55	INC32-1	Missing	\$605.00	
LNDFL ready, non-reg	DR55	LF01	L0100	\$185.00	
Landfill, Crushed drums	DR55	LF04	L0400	\$83.00	
LNDFL ready reg meets UTS	DR55	LF07	L0700	\$225.00	
LNDFL wet SOLIDIFY CA st 90%FL	DR55	LF08	L0800	\$242.00	
Lead Aprons/ Lead Indicators	DR55	LF09	L0900	\$395.00	
X Ray Film	DR55	LF10	L1000	\$495.00	
Asbestos, double bagged and wetted, for landfill, regulated	DR55	LF11	L1100	\$278.00	
COVID-19 Decon Debris for Landfill	DR55	LF18-1	Missing	\$240.00	
PCB Ballasts for incineration	DR55	PCB01	PCB01	CBC	
PCB ball/caps for TSCA LNDFL	DR55	PCB09	PCB09	CBC	
*PCB Ballasts	LB	PCB10	PCB10	CBC	Common Container Minimums Apply
Latex Paint for recycling - 55-gallon drum	DR55	REC01	R0100	CBC	
Mercury Compounds, Mercury spill materials for waste disposal	DR55	REC04	R0400	\$3,872.00	
*Lead Acid	LB	REC05	R0500	\$0.77	\$10 Minimum Applies
Fluorescent Bulbs/Lamps: 4ft, 8ft, U-Shaped, and Circular	LB	REC06	R0600	\$1.87	\$15 Minimum Applies
Bulbs - U-Shaped/Circular Fluorescent	LB	REC06-1	R0601	\$1.67	\$15 Minimum Applies
Bulbs - 8 Ft Fluorescent	LB	REC06-2	R0602	\$1.67	\$15 Minimum Applies
Bulbs - Compact Fluorescent	LB	REC06-3	R0603	\$1.67	\$15 Minimum Applies
Bulbs - Incandescent	LB	REC06-4	R0604	\$1.67	\$15 Minimum Applies
Used Oil/Refrigerant Oil	DR55	REC07	R0700	\$212.00	
Antifreeze/Propylene Glycol	DR55	REC08	R0800	\$265.00	
*Lithium	LB	REC09	R0900	\$6.81	\$50 Minimum Applies
Oil filters, Non-regulated	DR55	REC10	R1000	\$211.00	
*Nickel Cadmium	LB	REC11	R1100	\$2.13	\$25 Minimum Applies
*Nickel Metal Hydride	LB	REC11-1	R1101	\$1.30	\$25 Minimum Applies
Devices containing Mercury (Recycle) (Amalgam)	LB	REC14	R1400	\$7.76	Lab Pack Minimums Apply
Devices Containing Mercury	LB	REC14-L	R14L0	CBC	Lab Pack Minimums Apply
Crushed Fluorescents Lamps	LB	REC15	R1500	\$3.91	Common Container Minimums Apply
BATTERIES SILVER OXIDE	LB	REC19	R1900	CBC	\$25 Minimum Applies
*Alkaline	LB	REC24	R2400	\$1.74	\$25 Minimum Applies
RCRA empty drums, for reconditioning or scrap recycling	DR55	REC27	R2700	\$47.00	
Pb Aprons/ Pb Indicators Ryc	DR55	REC40	R4000	CBC	
Mixed Batteries	DR55	REC41	R4100	CBC	
Bulbs: HID, Halogenated, and Incandescent	LB	REC42	R4200	\$5.17	\$25 Minimum Applies
Bulbs - Halogens	LB	REC42-3	R4203	CBC	\$25 Minimum Applies
*Non-PCB Ballasts	LB	REC45	R4500	\$0.94	Common Container Minimums Apply
CRT intact-recycle REC50	LB	REC50	R5000	#N/A	\$25 Minimum Applies
X Ray Film Recycling	LB	REC50-1	R5001	CBC	\$25 Minimum Applies
Flat Screen Monitors	LB	REC50-L	R5002	\$1.50	\$25 Minimum Applies
Electronic Devices	LB	REC55	R5500	\$1.68	\$25 Minimum Applies
Cylinders, flammable, propane-small, camp type, for recycle	Each	REC61	R6100	\$34.00	
Flammable Cylinders - Small	Each	REC61-1	R6101	\$41.00	
Cyl CO2 for recycle REC63	Each	REC63	R6300	\$42.00	
Cyl Oxygen for Recycle	Each	REC65	R6500	\$63.00	
Latex Paint for solidification- 55-gallon drum	DR55	STAB01	S0100	\$198.00	
LNDFL wet SOLIDIFY CA st	DR55	STAB02	S0200	\$300.00	
Sludge pH<4 w/RCRA metal STAB2	DR55	STAB02-1	S0201	\$355.00	

ALK SOL/SLG/RCRA mtl STAB02-2	DR55	STAB02-2	S0202	\$355.00	
SLDG F6-F9 F19 CN<590 STAB03	DR55	STAB03	S0300	\$313.00	
HAZ DEB Alk F6-F9 F19 CN <590	DR55	STAB03-2	S0302	CBC	
Treatable oxidizers STAB06	DR55	STAB06	S0600	CBC	
Treat Oxi LIQ Class A STAB06-1	DR55	STAB06-1	S0601	\$814.00	
Sludge pH7 w/RCRA metals STAB7	DR55	STAB07	S0700	\$355.00	
Acid D7 25-50% acid WAT01-2	DR55	STAB12	S1200	\$476.00	
NR shredble sol w/free liq-LF	DR55	STAB14	S1400	\$241.00	
HZ shredble sol w/free liq-LF	DR55	STAB15	S1500	CBC	
HAZ DEB Alk F6-F9 F19 CN <590	DR55	STAB17-1	S1701	CBC	
Mercury Debris, or Mercury Containing Liquids, > 260 ppm (No metallic), for stab	DR55	STAB22-2	S2202	CBC	
HYDROCHLORIC ACID LAB PACK	DR55	WAT01	W0100	CBC	
Acid aqueous no Cr/acid< 25%	DR55	WAT01-1	W0101	\$313.00	
Acid no Cr 10-25%HNO3 WAT01-10	DR55	WAT01-10	W0110	CBC	
Acid no D7 >26%HNO3 WAT01-11	DR55	WAT01-11	W0111	CBC	
Acid D7 25-50% acid WAT01-2	DR55	WAT01-2	W0102	\$442.00	
Acid LIQ Acid > 50% WAT01-3	DR55	WAT01-3	W0103	\$604.00	
POTASSIUM HYDROXIDE, SOLUTION	DR55	WAT02	W0200	CBC	
Alkali wastewater-Caustic<25%	DR55	WAT02-1	W0201	\$339.00	
AF<1" Sludge 6-10% halo BTU>5k	DR55	WAT02-2	W0202	\$355.00	
ALK LIQ <50% caustic WAT02-3	DR55	WAT02-3	W0203	\$373.00	
CHROMIC ACID SOLUTIONS 0-100%	DR55	WAT04	W0400	CBC	
Acid chromic total Cr<5000 ppm	DR55	WAT04-1	W0401	\$543.00	
H2O, <10% floc NR treat & discharge	DR55	WAT05	W0500	\$204.00	
H2O/Oil <10% floc NR WAT05-1	DR55	WAT05-1	W0501	CBC	
Fixer/Developer Containing Silver	DR55	WAT08	W0800	\$218.00	
Water w/orgs D codes <10% floc	DR55	WAT13	W1300	CBC	
Inorganic cyanides	DR55	WAT16-J	LPW03	\$787.00	
CN Liq 5k-15k ppm WAT20-2	DR55	WAT20-2	W2002	\$476.00	

Hazardous Waste Non-Disposal Pricing:

Service Description	UOM	Process Code	Rate	Minimums
Transportation:				
Stop Fee Zone 1 (0-50 RT Miles)	Each	TRSTOP1	\$260.00	
Stop Fee Zone 2 (51-100 RT Miles)	Each	TRSTOP2	\$325.00	
Stop Fee Zone 3 (101-150 RT Miles)	Each	TRSTOP3	\$435.00	
Stop Fee Zone 4 (151-200 RT Miles)	Each	TRSTOP4	\$550.00	
Stop Fee Zone 5 (>200 RT Miles)	Each	TRSTOP5	\$600.00	
Demurrage	Hour	TRADMDEM	\$116.00	
AK Surcharge Fee	Each	TRADMHM	\$650.00	
HI Surcharge Fee	Each	TRADMHM	\$400.00	
PR Surcharge Fee	Each	TRADMHM	\$400.00	
Labor:				
Lab packing and sorting	Hour	LBLABRST	\$66.00	4 hours minimum (Portal to Portal)
Field Tech	Hour	LBLABRST	\$66.00	4 hours minimum (Portal to Portal)
Field Chemist	Hour	LBCHEMST	\$95.00	4 hours minimum (Portal to Portal)
Project Manager, Straight Time	Hour	LBPROJMST	\$110.00	4 hours minimum (Portal to Portal)
Consulting Services/Training	Hour	ADMCOST	\$145.00	
Supplies:				
Box (4 foot) Fluorescent Lamp Box	Each	SPBXBUB4	\$41.00	
Box (8 foot) Fluorescent Lamp Box	Each	SPBXBUB8	\$48.00	
Steel Drum - 5 gallon	Each	SPDM05NO	\$44.00	
Poly Drum - 5 gallon	Each	SPDP05NO	\$28.00	
Drum, Fiber, 5-gallon, New, Open Top	Each	SPDF05NO	\$28.00	
Drum, Fiber, 8 gallons	Each	SPDF10NC	\$73.00	
Drum, 10 gallons	Each	SPDP10NO	\$73.00	
Drum, 15 gallons	Each	SPDP15NC	\$73.00	
Drum, 15-gallon, RX	Each	SPDF15NC	\$73.00	
Drum, Fiber, 15-gallon, New, Open Top	Each	SPDF15NO	\$73.00	
Drum, Fiber/Poly, 30-gallon, New, Open Top	Each	SPDF30NO	\$94.00	
Drum, Metal, 55-gallon, New, Closed Top	Each	SPDM55NC	\$123.00	
Drum, Metal, 55-gallon, New, Open Top	Each	SPDM55NO	\$123.00	
Drum, Poly, 55-gallon, New, Open Top	Each	SPDP55NO	\$108.00	

Drum, Poly, 55-gallon, New, Closed Top	Each	SPDP55NC	\$108.00	
Drum, Poly, 5-gallon, Recon, Closed Top	Each	SPDP05UO	\$23.00	
Drum, Poly, 15-gallon, Recon, Closed Top	Each	SPDP15UC	\$55.00	
Drum, Poly, 30-gallon, Recon, Open Top	Each	SPDP30UO	\$63.00	
Drum, Poly, 55-gallon, Recon, Open Top	Each	SPDP55UO	\$80.00	
Liner, Drum, 2 mil	Each	SPLINED	\$8.00	
Liner, Cubic Yard Box Liners	Each	SPLINECYB	\$16.00	
Lab packer, 55 gallons	Each	SPLABPK55	\$36.00	
Steel Overpack - 85 gallon	Each	SPDM85NO	\$313.00	
Poly Overpack - 85 gallon	Each	SPDF85NO	\$310.00	
Vermiculite - bag	Each	SPVERM	\$56.00	
Cubic Yard Box	Each	SPBXCYP	\$152.00	
PIH Box	Each	SPBX916P	\$256.00	
Labels	Each	SPLABEL	\$1.20	
Spill Pads - bale	Each	SPSORAL	\$146.00	
Poly Sheeting - roll	Each	SPLINELUG	\$195.00	
EPA E-Manifest Fee	Each	ADMEMANFST	\$25.00	
NITRILE GLOVES	Each	SPPEGLNI	\$6.00	
Personal Protective Equip (Lvl D)	Day	SPPPED	\$62.00	

Conversions and Minimums:

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	These conversions will apply to all disposal and Transportation items priced per container unless quoted separately
1-5 Gallon	35%	
6-15 Gallon	50%	
16-30 Gallon	75%	The greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate
31-55 Gallon	1x	
85 Gallon	1.5x	
Cubic Yard Boxes	4x	Some Waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below.
250/275 Gallon Totes	5x	
330/350 Gallon Totes	6x	
		Small container sizes can be converted to larger containers using the following steps: 1) Divide the smaller container price by its conversion factor for the 55-gallon price (e.g., 5-gallon price).

Per Pound Standard Minimums			
Container (Gal)	Common Containers	Lab Pack Containers	Light Weight Containers
	Minimums		
5 or less	50 lbs.	25 lbs.	30 lbs.
6 to 15	125 lbs.	50 lbs.	75 lbs.
16 to 30	175 lbs.	110 lbs.	100 lbs.
31 to 55	250 lbs.	250 lbs.	150 lbs.
56 to 85	400 lbs.	300 lbs.	275 lbs.
Cubic box/pallet	525 lbs.	550 lbs.	500 lbs.
Tote (<300 gal)	1950 lbs.	-	-
1. Excludes Lab Pack and Light Weight items. 2. Includes: LPL01, LPS01, series of codes for I1400, I1500, LPW01 3. Includes: A1700, I0200, I1600 4. All other container sizes are case by case (CBC)			

Ancillary Charges	Service Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPPROPRU	Each	\$150.00
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$75.00
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$75.00
Off Spec/Discrepant - Storage Fee	ADMSTOR	Day	\$25.00
Transportation, Labor, and Other Fees			

e-Manifest Administration Fee (per manifest)	ADMMANFEE	Each	\$25.00
Demurrage, after 1-hour loading	TRADMDEM	Hour	\$105.00
Scheduled Pickup Cancellation	ADMCAN	Each	\$150.00
Repacking/Overpacking Fee	ADMREPK	Each	\$150.00
Overpack Handling Fee	ADMVOPK	Each	\$50.00
Technical Lab Pack Review "Flat Rate fee - \$175.00 the Flat Fee Criteria":			
(1) Exec Submitted inventories:	ADTECHRVW	Each	\$175.00
(2) Maximum of 500 inventory items:			
(3) <5% of items with Trade Names:			

Non-Standard Minimums	
Container Min	Service Codes
\$0	REC51-3
\$5	R6000, R6101, R6200, R6300, R6400, R6500
\$10	R0500
\$15	L0100, R600, R2700
\$25	R1100, R1101, R1200, R1600, R1900, R2400, R4200, R4400, R5000, R5500
\$50	R0900, R09100

***Please Note:** The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise. A minimum charge of \$325 will apply to the invoice.

Assumptions:

Standard Pricing Conditions:

- This section and the terms and conditions apply to this quote unless superseded by a service agreement.
- Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- Pricing is based on the volume assumptions provided. Stericycle reserves the right to adjust pricing if waste quantity differs from what was provided.
- A minimum charge of \$325 applies to all invoices.
- Transportation, labor and equipment is portal to portal, and requires a four hour minimum unless otherwise specified.
- Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15 minute increments.
- All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy.
- E-Manifest Fee's will be applied
- In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our control such as extraordinary or unexpected increases in disposal costs, regulatory changes, economic changes, war, etc.

Waste Specific Conditions

- Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition.
 - Unknown identification fee of \$350 may be charged for each unknown gas that is sampled and analyzed
 - A confirmation fee of \$200 may be charged for each suspected gas that requires confirmation due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply along with additional disposal costs if applicable.
 - Inoperable valve fee: No charge for Category A cylinders. For Categories B thru E, a tapping fee of \$350 per cylinder will apply regardless of size of cylinder. For categories F & G, inoperable valve fee will be Case-by-Case.
- Batteries not in original manufacturer's packaging must have both ends taped to avoid arc. Additional fees may apply if Stericycle personnel must tape the battery ends.

General Disposal Terms and Conditions

- Bulk waste is typically defined as tanker or roll-off loads.
- Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste.
- Electronic profiling is included in the price. Paper profiles will be charged at \$50 each.
- Unless otherwise specified, prices quoted do not include the following:
 - Radioactive Waste
 - Biohazard or Infectious Waste
 - Explosives of any type
 - Liquid or free mercury
 - Isocyanates
 - Reactive materials (metals, solids, liquids)

Attachment C - Service Locations

Customers Locations, Serviced by Stericycle Under this Agreement

Acct #	Site #	Location Name	Address	City	ST	Zip	Frequency	GPO Member ID #	EPA ID #
6006293	003	HAZ/Arrowhead Regional Medical Center	400 N. Pepper Ave	Colton	CA	92324	On Call		

Future Service Locations

Customer Locations to be Serviced by Stericycle

As of the Effective Date of this Agreement, the locations listed below are currently subject to existing agreements ("Third Party Agreements") with service providers other than Stericycle ("Third Party Providers"), for services similar to the Services. Customer agrees that it will use commercially reasonable efforts to terminate such Third-Party Agreements at the end of the current term of each such agreement. Upon the expiration of the current term of each Third-Party Agreement, the location that is subject to such expiring Third-Party Agreement shall become subject to the terms and conditions of this Agreement, and Stericycle shall provide the Services hereunder. Stericycle agrees that it shall not be a breach of the "Exclusivity" provision of this Agreement for Customer to receive services similar to the Services from the Third-Party Provider during the current term of the Third-Party Agreement.

Cust ID	Site ID	Service Name	Address 1	Address 2	City	State	Zip	Frequency	GPO Member ID	EPA No.

Attachment C

STERICYCLE WASTE ACCEPTANCE POLICY

NON-HAZARDOUS WASTES MUST BE IDENTIFIED, SEGREGATED AND

PACKAGED SEPARATELY FROM HAZARDOUS & UNIVERSAL WASTES: Examples Include:

- ✓ **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.
- ✗ **Non-hazardous waste does not include RCRA Pharmaceuticals, Hazardous Chemical / Laboratory Wastes, Compressed Gas Cylinders, Universal Wastes or E-Wastes**

HAZARDOUS (RCRA) WASTES MUST BE IDENTIFIED, SEGREGATED AND PACKAGED SEPARATELY FROM NON-HAZARDOUS AND UNIVERSAL WASTES: Examples Include:

- ✓ **RCRA Hazardous Wastes**
- ✓ **Hazardous Chemical / Laboratory Wastes** – Drums or other containers that contain characteristically or listed hazardous wastes - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer, developer
- ✓ **Compressed Gas Cylinders** - Canisters, Inhalers, and Aerosol Cans
- ✓ **Mercury - Containing Dental Waste** – Non-contact and contact amalgam and products, chair side traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings, and empty amalgam capsules
- ✓ **Radioactive Waste** – Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

UNIVERSAL AND E-WASTES WASTES MUST BE IDENTIFIED, SEGREGATED AND PACKAGED SEPARATELY FROM HAZARDOUS AND NON-HAZARDOUS WASTES: Examples Include:

- ✓ **Universal Wastes:** Batteries, Mercury Containing Equipment, Fluorescent Lamps, Pesticides (Pharmaceuticals in some states)
- ✓ **E-Wastes** – computers, monitors, medical devices, lab equipment, miscellaneous electronics

SEGREGATION AND LABELING

- ✗ **Segregate Wastes:** Do **NOT** store Incompatible wastes in the same container
- ✓ **Labeling:** Affix labels required by RCRA to appropriately identify contents

Customer is solely responsible for ensuring the proper segregation and labeling of all wastes. If any of the Waste is Not packaged properly, 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.

ATTACHMENT D

Per Invoice Energy Charge

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 (prices per gallon)		
<i>At Least</i>	<i>But Less Than</i>	<i>Surcharge</i>
0	\$2.75	5.8%
\$2.76	\$3.00	6.3%
\$3.01	\$3.25	6.9%
\$3.26	\$3.50	7.4%
\$3.51	\$3.75	7.9%
\$3.76	\$4.00	8.5%
\$4.01	\$4.25	9.0%
\$4.26	\$4.50	9.6%
\$4.51	\$4.75	10.1%
\$4.76	\$5.00	10.7%
\$5.01	\$5.25	11.2%
\$5.26	\$5.50	11.7%
\$5.51	\$5.75	12.3%
\$5.76	\$6.00	12.8%

Table will continue using the same methodology as illustrated above for Diesel prices in excess of \$6.01
Stericycle reserves the right to update or modify the fuel table without prior notice