

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

Customer Name	San Bernardino County on behalf of Arrowhead Regional Medical Center	Billing Attention	Purchasing
Address 1	400 N Pepper Ave	Billing Name	
Address 2		Contact Phone #	909-580-0080
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 San Bernardino County on behalf of Arrowhead Regional Medical Center and (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 to 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 type="checkbox"/> Regulated Medical Waste Disposal Treatment and disposal of medical and Bio-hazardous waste	<input type="checkbox"/> Sharps Disposal Management Comprehensive proactive sharps disposal service with reusable containers	<input type="checkbox"/> Integrated Waste Stream Solutions All-encompassing on-site waste stream management services
<input type="checkbox"/> Pharmaceutical Waste Disposal Help characterize, segregate, transport and properly dispose of pharmaceutical waste	<input type="checkbox"/> Hazardous Waste Disposal Environmentally sound and flexible solution for all hazardous waste streams	<input checked="" type="checkbox"/> Controlled Substance Disposal Full service solution for the proper disposal of controlled substances
Service Details are referenced in Corresponding Attachments included herein.		

Agreement Effective Date: Last executed by the parties**Master Agreement ID:** SV2425 Exhibit C-8**Terms of Agreement:** Effective upon execution through June 7, 2026

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 parties shall agree to be bound by and shall comply with all applicable provisions of the GPO Agreement, which is incorporated by reference. To the extent of any inconsistencies between this Agreement and the GPO Agreement, the terms of the GPO Agreement shall control.

Stericycle, Inc.

Service Provider Name: Stericycle, Inc.
Representative Name: Kristin Jacobs
Representative Title: Sales Solution Executive
Date: 8/27/2021
Signature: *Kristin Jacobs*

Customer

San Bernardino County on behalf of
Customer Name: Arrowhead Regional Medical Center
Signee Name: _____
Signee Title: _____
Date: _____
Signature: _____
GPO ID #: See Service 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.

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

Terms and Conditions

1. Controlled Substance Waste Services. During the term of this Agreement, Stericycle shall furnish the Customer "CsRx Container Management Services," hereinafter defined as scheduled collection and disposal of Controlled Substance Waste from the Customer location and such other Customer locations as may be mutually agreed upon by the parties during the term of this Agreement (collectively, the "Premises"). The service also includes the cost of replacing the containers at all surveyed locations. The term "Controlled Substance Waste" as used herein is defined, as controlled substances that have been rendered unavailable and unusable for all practical purposes in accordance with all state and federal regulations. RCRA pharmaceuticals are to be handled in such a way to meet all state and federal regulations. The Scope of Service is further defined in Attachment A.

Duties of the Customer. Customer and its employees and agents shall only place Controlled Substance Waste in the containers. Customer will make the containers accessible for pick-up on the pick-up dates and in the locations specified and agrees to follow procedures specified in Attachment A. Controlled Substance Waste does not include any hazardous or radioactive waste, cytotoxic drugs or antineoplastic agents, bulk blood or other material not falling within the definition of controlled substance waste to the extent such regulations specify Controlled Substance Waste "Non-Conforming Waste." The Customer will be responsible for segregating all waste in accordance with federal, state, and local regulations. Stericycle may at its discretion refuse to collect any Non-Conforming Waste or containers it reasonably suspects may contain Non-Conforming Waste. See CsRx Waste Acceptance Protocol (Attachment D). Stericycle is committed to providing the most current compliant services. The Customer may choose to select heights of the containers but must notify Stericycle prior to installation.

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 effective upon execution through June 7, 2026.

- (a) Customer shall pay Stericycle the prices set forth on the Attachment 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 Attachment E 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 venued 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.

Attachment A

Full-Service Scope of Work

Scope of Work

Ordering and Installation:

- Customer will assist Stericycle in determining how many container locations will be required so that lockable brackets can be ordered. If applicable, non-acute care or self-service locations will perform a self-assessment.
- An initial order will be placed by Stericycle on behalf of the customer.
- Stericycle will perform a one-time bracket installation. If applicable, non-acute care or self-service locations will be provided brackets and hardware for self-installation.
- Customer will identify a hospital employee(s) in Material Management, EVS, or Pharmacy who, on scheduled service days, will assist the Stericycle Service Technician as witness for the water activation of the denaturant and sign the Controlled Substance Waste verification form. Any unused CsRx containers will be returned at this time.

Training:

- Stericycle will provide implementation training.

Initial Set-Up and Storage:

- Customer is responsible for the security and management of the CsRx containers onsite at the facility.
- Customer will identify a secure area, separate from other pharmaceutical waste and shipping boxes, to store spare CsRx containers.
- Customer will identify a secure area to store shipping boxes (if applicable) and full CsRx containers.

Service Process:

- For full-service hospital locations, a Stericycle Service Technician will observe CsRx containers frequently and monitor fill levels.
 - On scheduled service days, a Stericycle Service Technician will identify CsRx containers that need to be exchanged and write the locations on a witness verification form. The Materials Management, EVS, or Pharmacy authorized employee will witness the Stericycle Service Technician adding water to the bottom fill line. Customer will sign the verification form document outlining how many containers required service, where they are located and verify that water has been added to activate denaturant.
 - The Stericycle Service Technician will proceed to the locations needing CsRx container replacement and add a solidifier to the full container before removing from bracket. The full container will then be swapped out for the new container and the bracket will be locked.
 - For non-acute care and self-service locations, a Customer employee will prepare the CsRx container for disposal per Stericycle training.
 - Stericycle will automatically ship replacement containers on a preset schedule.
 - Upon receipt of replacement containers, Customer will exchange all containers, regardless of fill level, with a new CsRx container.

Segregation & Preparation of Hazardous and Non-Hazardous Controlled Substance waste:

- For non-hazardous Controlled Substance waste, each container will be packaged into a box labeled with the preprinted shipping address label or if prohibited, the non-RCRA Controlled Substance waste will be 'over-classified' and collected and managed as RCRA Hazardous waste
 - A Customer employee will ship full prepackaged CsRx boxes via small parcel shipment.
- For hazardous Controlled Substance waste, a Stericycle Service Technician or Customer employee will package it in the appropriate hazardous waste pharmaceutical container for final disposal.

Completion:

- At the end of service, the Stericycle Service Technician will hand off the witness verification form to the pharmacy department.
- Customer would be responsible for changing any containers that fill in-between scheduled visits.

Attachment B Pricing

Full Service Hospital Pricing Structure	See Attachments for Applicable Locations	
Service Rate Type	Effective Rate	Unit of Measure
Controlled Substance Waste	\$3,883.00	Per Month
Transportation & Collection	N/A	Per Stop
Minimum	N/A	Fixed
Service No Waste	N/A	Per Stop
Record Retention	\$8.29	Per Shipping Document

The CsRx Flat Monthly Fee covers the total quantity of containers listed on the Service Locations page of this Agreement (Attachment C).

Additional container locations may be added at a fee of \$55.00/location/month.

The additional container location fee will be added into the flat monthly fee via an amendment.

Customer approves Stericycle's use of Customer's name and/or logo in Stericycle's marketing and promotional materials, including on Stericycle's website.

Attachment C

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.

Account #	Location Name	Address	Program	1 Gallon Container	3 Gallon Container	Monthly Flat Fee	GPO Member ID
	Arrowhead Regional Medical Center	400 N Pepper Ave, Colton CA 92324	Over classification	50	6	\$3,883.00	

Attachment D

Waste Acceptance Policy

Introduction

Stericycle requires compliance with all applicable regulations regarding the collection, transportation and treatment of pharmaceutical waste. The purpose of this policy is to summarize the minimum requirements for preparing your controlled substance waste for collection, transportation and disposal through Stericycle's CsRx program.

Definitions

Controlled Substance Waste: Stericycle accepts controlled substance waste from an institutional practitioner generated after the controlled substance has been administered to a patient on behalf of a registrant at the registrant's location; this material is also known as controlled substance wastage

Non-RCRA (Non-Hazardous) Controlled Substance Waste: Means a liquid controlled substance waste that has been expunged from a syringe, vial or ampule or solid controlled substance waste such as patches, pills, tablets or capsules. Wastes must be characterized and certified as non-hazardous (i.e., is not specifically listed or does not exhibit hazardous characteristics (ignitable, corrosive, reactive, toxic) specified by EPA/RCRA regulations.) by the generator.

RCRA (Hazardous) Controlled Substance Waste: Means a liquid controlled substance waste that has been expunged from a syringe, vial or ampule or solid controlled substance waste such as patches, pills, tablets or capsules. These wastes are hazardous waste due to being listed and/or exhibiting hazardous characteristics (ignitable, corrosive, reactive, toxic) specified by EPA/RCRA regulations. All hazardous controlled substance waste must be managed & disposed of as hazardous waste pharmaceuticals.

Disposal Procedures

Disposal of Non-Hazardous Controlled Substance Waste: In most states, non-hazardous controlled substance waste may be sent through the Commercial Common Carrier for disposal.

In the following states, this material cannot be shipped via a common carrier and/or managed as non-hazardous controlled substance waste: Delaware, Illinois, Louisiana, Maine, Minnesota, North Dakota, New Hampshire, New Jersey, New Mexico, Rhode Island, and Washington. Follow instructions in next section, "Disposal of Hazardous Controlled Substance Waste" for management of non-hazardous controlled substance waste in these states.

Disposal of Hazardous Controlled Substance Waste: This material is prohibited from shipping via common carrier and requires a hazardous waste transporter and hazardous waste manifest for pickup and disposal. Non-hazardous controlled substance waste may also be collected with hazardous controlled substance waste; this type of program is referred to as "over-classification". All containers must be labeled as hazardous waste in both satellite accumulation areas (SAA) and central accumulation areas (CAA). The CsRx container must be disposed onsite with other hazardous waste pharmaceuticals.

Prohibited Waste

The following wastes are prohibited from being disposed in a CsRx container. In the event of such an occurrence additional charges may apply to the customer and/or customer may be asked to pick-up their waste from the Stericycle facility. Proper segregation and packaging are essential to ensure compliant and safe handling, collection, transportation and treatment of controlled substance waste.

Controlled Substances that are still part of registrant inventory

Controlled Substances from ultimate users* (take-back program waste)

Controlled Substances that are a Schedule I substance (i.e., Illicit drugs and contraband found on patients)

Chemical Wastes (Hazardous and Non-hazardous) Examples Include but are not limited to acids, bases, alcohols, waste oil, solvents, reagents, fixers, developers, cleaning agents, and heavy metals.

Regulated Medical Waste: Including sharps waste as defined by DOT 49 CFR 173.134, OSHA 29 CFR 1910.1030 regulations, and/or State regulations.

Radioactive Waste

Management of Non-Hazardous Controlled Substance Waste Containers Damaged in Shipment

As required by regulation and by company policy, Commercial Common Carrier services reserve the right and may refuse transport of any containers that appear to be damaged, leaking, or improperly packaged as these containers could create a risk of exposure to employees or the public. Any damaged packages identified in route to or at a Commercial Common Carrier location may be returned to the generator for proper packaging or disposal. Stericycle or customer may be required to pick-up damaged packages from a Commercial Common Carrier facility or a Stericycle facility. In the event of such an occurrence additional charges may apply to the

customer. Proper segregation and packaging are essential to ensure compliant and safe handling, collection, transportation and treatment of controlled substance waste.

*An ultimate user is defined by the Controlled Substances Act as a “person who has lawfully obtained, and who possesses, a controlled substance for his own use or for the use of a member of his household or for an animal owned by him or by a member of his household.” 21 U.S.C. 802(27).

Attachment E - 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.*