

TERMS AND CONDITIONS

1. Sharps Management Services Stericycle, Inc. has obtained all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to customer. Stericycle, Inc. shall collect, transport, treat and dispose of all Sharps Waste (except Non-Conforming Waste) generated by Customer during the term of this Agreement. Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as identified in the Waste Acceptance Policy (WAP). The term or "Sharps Waste" as used herein is defined, for the most part, in the context of existing federal and state regulations governing the management of "Regulated Medical Waste" ("RMW"). Specifically, for the purpose of this Agreement, "Sharps Waste" is defined as any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps include needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires. Customer shall place only "Sharps Waste" into the containers provided. Customer warrants that the waste presented for disposal will not contain any "hazardous", "toxic", or "radioactive" wastes as defined by all applicable laws or regulations and shall be liable for any injury, loss or damage resulting from violations of such applicable law regarding disposal of "hazardous", "toxic" or "radioactive waste". Further definitions are part of this contract under the current WAP. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's (WAP) may also be obtained from your local Stericycle representative. Title to Sharps Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Customer shall have title to the Sharps 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. Stericycle complies with the current NIOSH Optimal Installation Height recommendations for the installation of Sharps containers. Customer may choose to select heights outside of the recommendations but must so 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 established on page one of this document, through 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 of 4% 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 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 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.
- (g) Customer's payments to Stericycle under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to Stericycle and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as Customer may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event the Customer cancels due to insufficient funds, Section 3(d) will be enforced.

4. Survival The term of this agreement is established on page one of the document. 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. Customer agrees to pay the invoice within 30 days from when the County of Monterey Auditor-Controller receives the invoice.

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. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement, except to the extent any such loss or damage to personal property, or personal injury or death is a result of Stericycle's negligence, intentional misconduct, or breach of this agreement. Any damage to such property and equipment, other than normal wear and tear, will be charged to the Customer, and payable to Stericycle as additional service cost.

8. Indemnification

(a) Stericycle shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "Customer"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by Stericycle and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Customer and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Customer. Stericycle shall reimburse Customer for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Stericycle is obligated to indemnify, defend and hold harmless Customer under this Agreement.

(b) Customer shall indemnify, defend, and hold harmless Stericycle, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by Customer and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Stericycle and/or its officers, agents, employees and subcontractors. Customer shall reimburse Stericycle for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Customer is obligated to indemnify, defend and hold harmless Stericycle under this Agreement.

9. Compliance with Laws Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as per the attached "Attachment D – county of Monterey Insurance Requirements" and 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. Exclusivity Except as set forth in the GPO Agreement, Customer agrees it shall not enter into other service agreements that duplicate the services Stericycle is rendering in this Agreement.

11. 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.

12. 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.

13. 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.

14. Savings Clause Intentionally Omitted

15. 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.

16. Governing Law 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.

17. 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 set forth on the first page of this Agreement, and 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. Notices shall be effective when received.

18. 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.

19. 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. A copy or facsimile of this Agreement shall be as effective as an original.

20. 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.

21. 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.

22. NON-DISCRIMINATION. During the performance of this Agreement, Stericycle, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Stericycle's employment practices or in the furnishing of services to recipients. Stericycle shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Stericycle and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

23. Emergency Provision. Stericycle acknowledges that Customer plans for the continuity of hospital operations during an emergency, especially sustained incidents, and that collaboration with contractor is necessary to maintain continuity of operations. Accordingly, Stericycle shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency:

Name: Stericycle, Inc.
Title: Customer Service
Phone: 866-338-5120
(must list a personal cell phone or other number whereby successful contact is ensured)

During an emergency, Stericycle shall use its best efforts to provide Customer with all available supplies, materials, equipment and/or services on a priority basis. The Parties agree that time is of the essence. The delivery of Stericycle's supplies, materials, equipment and/or services will be mutually agreed upon by Customer and Stericycle at the time of the emergency order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to Stericycle's facility and/or equipment, will be taken into consideration.

24. Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of the associated Vizient Contract SV2425, or any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Attachment A

Pricing

Hospital Price Structure	See Attachments for Applicable Locations	
Recurring Rate Type	Effective Rate	Unit of Measure
Monthly Fee (SMS)	\$4,176.92	Per Month
Service Rate Type	Effective Rate	Unit of Measure
Service Cost Recovery Fee	5.75%	% of Invoice
Fuel Surcharge	See Attachment B	% of Invoice

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 from those originally contemplated. 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’s premises will result in increased monthly Service Fees of \$ 10.00 for each two (2), three (3) or four (4) gallon container, \$12.00 for each eight (8) gallon container and \$24.00 for each seventeen (17) gallon container. Additional container locations must be authorized by the Customer in writing.

Total number of containers at the time of this Agreement is - 334

Failure to Return Equipment.

All special function items including Funnel Tops, Traps, and Floor Dollies, will be supplied by Stericycle as needed. Customer will be responsible for all replacement charges for equipment not returned to Stericycle in usable condition upon expiration or termination of this Sharps Management Services Agreement or for replacement of equipment destroyed, damaged or discarded by Customer during any Term of this Sharps Management Services Agreement. Replacement costs on the date of this Sharps Management Services Agreement are listed below:

Cabinet for 3 Gallon Sharps Container	\$28.00
Cabinet for 2 Gallon Sharps Container	\$28.00
Cabinet for 4 Gallon Sharps Container	\$38.00
Plastic, Wall Mount for 2, 3 & 4-gal Sharps Container	\$20.00
Wall Bracket for 8 Gallon Sharps Container	\$38.00
Stability Base for 2 & 3 Gallon Sharps Container	\$20.00
Wire Dolly for 8 Gallon Sharps Container	\$48.00
Wire, Step-On Dolly for 8 Gallon Sharps Container	\$58.00
Black Dolly for 17 Gallon Sharps Container	\$58.00
Wire, Step-On Dolly (Slide Top) for 17 Gallon Sharps Container	\$68.00
Wire, Step-On Dolly (Hamper Lid) for 17 Gallon Sharps Container	\$68.00
4 Gallon Sharps Container	\$28.00
3 Gallon Sharps Container	\$22.00
2 Gallon Sharps Container	\$22.00
8 Gallon Sharps Container	\$28.00
17 Gallon Sharps Container	\$48.00
Transport Carts	\$850.00
Cart Cover	\$58.00

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

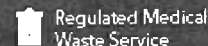
Service Locations

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	Price Structure	Location Name	Address	GPO Member ID
6022633-007	Hospital	BIO/Natividad Medical Center	1441 Constitution Blvd, Salinas, CA 93906	83098



Regulated Medical Waste Acceptance Policy

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

REGULATED MEDICAL WASTE

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

WASTE SEGREGATION AND PACKAGING

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

MANAGEMENT OF NON-CONFORMING WASTE

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

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

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

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

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

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

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

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

We protect what matters.

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Attachment B - 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.*

Attachment C - Customer Respiratory Protection Policy



We protect what matters.

Updated June 2021

Customer Respiratory Protection Policy

This policy applies to U.S.-based Stericycle customers who require Stericycle employees, including in-service technicians, to wear customer-issued respirators when present at the customer's facility.

"Respirator" as used in this policy refers to any device or face covering that is considered a "respirator" by the U.S. Occupational Safety and Health Administration (OSHA) for purposes of its Respiratory Protection standard (29 C.F.R. 1910.134).

When a customer requires Stericycle employees to wear customer-issued respirators, such customer shall, in accordance with 29 C.F.R. 1910.134:

1. Establish and implement a written, work-site specific respiratory protection program that covers contractors and visitors in addition to employees, a copy of which must be made available to Stericycle upon request.
2. Select and provide an appropriate respirator based on the hazards to which the Stericycle employee will be exposed.
3. Conduct a fit test on each Stericycle employee using the same make, model, style and size of respirator that will be provided.
4. Prepare, and retain for at least one (1) year from the date of test, a record of the fit tests administered to Stericycle employees, including: (A) the name of the employee tested; (B) the type of fit test performed; (C) the specific make, model, style and size of respirator tested; (D) the date of the test; and (E) the test results.
5. Provide a copy of the record referenced in item (4), above, to the Stericycle employee immediately following the test.

In accordance with 29 C.F.R. 1910.134, Stericycle trains in-service technicians on respiratory protection and conducts medical evaluations to confirm their ability to use a respirator. Stericycle employees who believe that their safety has been compromised in any way have, and will exercise, stop work authority.

Attachment D: - County of Monterey Insurance Requirements

County of Monterey Insurance Requirements for Stericycle

INSURANCE REQUIREMENTS

Coverage Requirements. Without limiting its Indemnities, Stericycle will secure and maintain insurance coverage meeting requirements herein. Stericycle may use a combination of primary and excess insurance coverage to satisfy these requirements. If Stericycle fails to fully satisfy the Coverage Requirements set forth herein, Stericycle agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that Customer incurs that would have been insurable under the required coverages, if such coverages were obtained. Stericycle further agrees that any failure of Customer to verify the placement and continued existence of all insurance required herein, or Customer's knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter Stericycle's obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the Customer and Stericycle.

Stericycle further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented:

"The County of Monterey, and its agents, officers, and employees" shall be an additional insured **via Vendor broad form endorsement.**

All such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and

All such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the "County of Monterey, and its agents, officers, and/or employees".

Stericycle further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** required herein shall each include provisions that make Stericycle responsible for the payment of any deductible or self-insured retention such that "the County of Monterey and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insureds.

In addition, to the extent that **any primary or excess liability policy** issued to Stericycle with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate Stericycle to obtain additional insured protection for Customer under that/those policy(ies) via the Vendor Broad form Endorsement.

Insurance Coverage Requirements: Without limiting Stericycle's duty to indemnify, Stericycle shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with limits of not less than the following:

General Aggregate: \$10,000,000.00

Products/Completion Operations Aggregate: \$10,000,000.00

Personal and Advertising Injury: \$6,000,000.00

Each Occurrence: \$6,000,000.00

Pollution Legal Liability Coverage, including any deductible or self-insured retention, covering loss (including clean-up costs) that Stericycle becomes legally obligated to pay as a result of claims for bodily injury, property damage, and clean-up costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to Stericycle's performance of its obligations under this Agreement,

including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution control" includes dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution shall provide contractual liability coverage, by endorsement or schedule, if necessary, for Stericycle's indemnities. Coverage shall be with limits of not less than the following:

Each Occurrence: \$25,000,000

Business Automobile Liability Insurance, written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) shall include any deductibles or self-insured retentions; endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and covering all Vehicles (any auto). Coverage shall be with limits of not less than the following:

Each Accident:....\$10,000,000.00

Workers' Compensation Insurance, providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which Stericycle is responsible, and Employers' Liability coverage with limits of not less than the following:

Each accident: \$1,000,000.00

Disease - policy limit: \$1,000,000.00

Disease - each employee: \$1,000,000.00

If Stericycle is subject to federal regulations, Stericycle also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.