



Service Address

Customer: Webb County Jail
 Address 1: 1001 Washington St
 Address 2: _____
 City/State/Zip: Laredo, TX 780404404
 Phone #: (956) 523-4438
 E-Mail: _____
 Sales Rep: Haley Staples

Billing Address

Name: Webb County Sheriff
 Address 1: 902 Victoria St
 Address 2: _____
 City/State/Zip: Laredo, TX 780404456
 Phone #: (956) 523-4438
 Fax #: _____
 Generator ID #: _____

COMPLIANCE PORTAL 24x7 on MyStericycle.com



MEDICAL WASTE SERVICE BENEFITS

Manifest/Shipping Paper Archive for 24/7 online access to proof of destruction documentation
Biohazardous Waste & DOT Training on MyStericycle.com teaches proper waste segregation and handling
Red Bag Waste Segregation Posters are visual reminders for promoting proper waste segregation practices
Custom Scheduled Service Frequencies to match your RMW volume spikes and service needs
Flat Monthly Fee simplifies annual budgeting



HAZARDOUS DRUG DISPOSAL SERVICE (HDDS) BENEFITS

Flexible scheduling based on your HDDS pick-up needs
Professional drivers with specialized training in transporting hazardous waste
Hazardous waste manifests for all shipments as required by DOT
Specially designed containers that meet state and federal regulations
Guides, checklists and comprehensive waste segregation training reinforce proper handling procedures to ensure your team is knowledgeable about handling pharmaceuticals



Steri-Safe™ OSHA COMPLIANCE SOLUTIONS

Online Training Center streamlines training delivery, attendance tracking, and reporting. Modules include Quiz, Answer Key, and Certificate of Completion.

- Award-winning Bloodborne Pathogens Training: Provides employee education necessary to comply with OSHA's annual training requirement 1910.1030(g).
- Hazard Communication/GHS Awareness Training: Education on the revised 29 CFR 1910.1200 standard.

Safety Data Sheet Management: Online system, over 5 million safety data sheets and material safety data sheets.

Safety Meeting Library: Multi-media training covering 22+ infection control, risk reduction, and hazard communication topics.

Automated Safety Plan Builder: Makes it easy to complete 4 site and state-specific OSHA plans.

Workplace Posters & Labels: OSHA Labor, Hazard Communication Safety, RMW, Sharps and Waste Packaging Posters; workplace safety labels.

Ongoing Awareness, Regulatory Updates: *Safety Matters* e-Newsletter; unlimited access to live and recorded webinars.

10% Discount on Healthcare Products: Steri-Safe™ Compliance Solutions customers enjoy 10% savings on sharps containers, and the infection control and safety products we offer.

Annual On-Site Service includes BBP training and Mock-OSHA evaluation conducted by a Stericycle Occupational Safety Specialist (*Preferred Level only*)

NO FINE. NO FAIL™ OSHA Guarantee: When you follow our program and recommendations, we ensure you'll be 100% compliant with Bloodborne Pathogens and medical waste management practices – or we'll pay your OSHA-related fines. (*Preferred Level only*)

Monthly Service Fee \$	\$1,179.15
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OSHA Program Level: Steri-Safe OSHA Preferred

Billing Schedule: Monthly

Contract Effective Date: 2-1-2016

*Customer certifies that they will properly classify and segregate special waste streams and that they will not co-mingle those waste streams with any other.

*Additional Waste Services (Not available in all areas)

CATEGORY	FREQUENCY(STOPS/YR)	\$/ ^{EA} ADD'L STOP	MAX YEARLY CONTAINERS	\$/ ^{EA} ADD'L CONTAINER
RMW	13	\$75.00	78	Current container rate plus 10%
Hazardous Drug Disposal	6	\$700.00	12	\$200.00

Any additional services or products selected by Customer shall be billed separately according to current Stericycle pricing. During the Original Term of the Agreement, Stericycle will not increase the Monthly Service Fee listed above by more than 8% annually.

By signing below I acknowledge that I am 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 second page hereof and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

CUSTOMER: X
 STERICYCLE: X

Name
 Name Haley Staples Title

Date
 Date

1. Regulated Medical Waste Services:(a) Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-conforming Waste) generated by Customer during the term of this Agreement. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in Stericycle at the time it is loaded onto Stericycle's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202 (Manifest). (c) Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as identified in the Waste Acceptance Policy (WAP). Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations. (d) Customer represents and warrants that i) the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive" or Non-Conforming Wastes as defined by all applicable laws, regulations and the WAP, ii) the waste strictly conforms to Stericycle's WAP and their local laws and regulations concerning Regulated Medical Waste and iii) they have reviewed the attached WAP and its complete definitions and requirements. (e) Customer shall be liable for any and all injuries, losses and damages resulting from Non-Conforming Waste. (f) All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. (g) Further definitions are included under the current WAP, which is attached and made a part of this Agreement and specifically incorporated herein. 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.

2. Term and Pricing: Subject to the provisions below, the term ("Term") of this Agreement shall be 60 months from the Effective Date. (a) This Agreement shall automatically renew for successive terms equal to the original Term (each an "Extension Term") unless either party has given sixty (60) days notice, in writing, during the six (6) month period prior to the renewal date of its desire to terminate this agreement. All Extension Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or to otherwise address cost escalation.(c) In the event Customer terminates this Agreement prior to expiration of the term hereof (or any "Extension Term") or fails to perform any of its obligations under this Agreement, Stericycle shall have, without limitation, all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Stericycle's liquidated damages and not a penalty) equal to fifty percent of the Customer's average monthly charge multiplied by the number of months (including any partial months), remaining until the expiration date of the then current term hereof. (d) 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 required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.

3. Billing: Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs.

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 addition to Stericycle's charges for services and products under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Stericycle's net income). Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner. Notwithstanding any limit to adjust the contract price, Stericycle reserves the right to further adjust the amounts payable and due to Stericycle for fees including, but not limited to environmental protection, compliance, waste management, or safety. 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 2(c), above), Stericycle may remove all containers belonging to it from Customer's premises and assess a \$50.00 pick up fee for such removal.

4. Surcharge: Stericycle may also impose a surcharge 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 Medical Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly greater than average volume for similar generators or exceeding maximum allowable containers per year shall be subject to a surcharge of the Customer's current container rate plus 10% at Stericycle's discretion. Stericycle will impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer consolidation of the waste of several generators under one site. Stericycle may bill additional charges for each non-compliant container provided by Customer. Non-compliant containers subject to additional charges include, but are not limited to containers that are overweight under applicable laws, rules or regulations; those containers exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.

5. Liability for Equipment: Customer shall have the care, custody and control of containers and other equipment owned by Stericycle and placed at Customer's premises 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. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. Indemnification: (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Stericycle. Each party agrees to pay the reasonable attorney's fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by Customer. (b) Stericycle will indemnify and hold harmless any Customer who subscribes to a Preferred Steri-Safe Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Steri-Safe Program training and materials.

Provided, however, that Stericycle's obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Steri-Safe Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or electronic materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of Stericycle to attend the inspection and to defend the Customers blood-borne pathogen and medical waste management practices during the inspection. Customers failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle's satisfaction shall absolve Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Steri-Safe Level Program.

7. Compliance Materials: To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial use. Stericycle may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to Stericycle by its violation of the foregoing terms as well as the difficulty in calculating economic damage to Stericycle as a result thereof and therefore agrees to pay to Stericycle the sum of \$5000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term. FOR PREFERRED STERI-SAFE PROGRAM CUSTOMERS ONLY: Stericycles OSHA Compliance Program includes: one annual on-site mock OSHA evaluation and one annual bloodborne pathogens training at a single Customer building for each site location where Regulated Medical Waste Services are provided.

8. 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 to its performance hereunder. As of the date of this Agreement, Stericycle has 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 hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges that Stericycle has advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Stericycle's recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless for any decisions around service frequency by Customer that do not comply with state regulations. 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 consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

9. Exclusivity: Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Terms.

10. Excuse of Performance: Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor

or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

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: Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected 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 effect 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 12) 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. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not unreasonably withhold.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

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 set forth above.

17. Originals: A copy or facsimile of this Agreement shall be as effective as an original.

18. Purchase Orders: Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, or other invoice acknowledgment, Order by Customer or proposed at any time by Customer in any manner, which vary from, or conflict with the terms and conditions in the Stericycle Service Agreement are deemed to be material alterations and are objected to by Stericycle without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Stericycle unless expressly accepted in writing. If Customer's standard purchase order form is provided to Stericycle in connection with this Agreement, the terms and conditions for that Purchase Order will be superseded by the provisions of this Agreement and the use of the purchase order shall be only to facilitate Customer's payment of fees to Stericycle. Written acceptance or rejection by Stericycle of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

19. 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. 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.

HAZARDOUS DRUG DISPOSAL

1. Stericycle shall provide through its wholly owned subsidiary Stericycle Specialty Waste Solutions, Inc. Hazardous Drug Disposal Services for the site(s) and according to the timetables and pricing set forth in this Agreement.

2. Customer authorizes Stericycle to prepare, execute and submit additional applications required to manage Customer's Waste. Customer understands that all items to be transported are to be offered in accordance with the requirements of 49 CFR subparts 100-185 or Customer agrees to pay Overpack or added labor charges, as necessary, to conform to these requirements. Items offered for transportation must be free of Hazardous residue on external surfaces and be properly segregated to meet U.S. Department of Transportation requirements.

3. Customer agrees that Stericycle shall have the option to utilize Subcontractors to provide the Supplies and services contemplated by this Agreement.

4. Customer will provide Stericycle with complete and accurate Profile Sheet(s), Waste Characterization Form(s) and/or 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 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. The parties agree Hazardous Drug Disposal Service shall not include collection, transportation, treatment or disposal of controlled substances listed under the Drug Enforcement Administration and Customer shall not provide such items as part of its waste for collection by Stericycle.

5. Customer shall pay or reimburse Stericycle for any and all expenses, fines, analytical fees, clean-up expenses, transportation fees, storage fees, disposal fees, and reasonable attorney fees incurred by Stericycle, Stericycle Subcontractor, or TSDf as a result of Customer's breach of any provision related to the Additional Services, including, but not limited to, Customer offering Waste that is not Conforming Waste, whether before, on or after the Initial Term or any successive term of this Agreement, to Stericycle, Stericycle's subcontractors, or TSDf.

6. Stericycle's performance of disposal services under this Agreement shall be contingent on the end disposal facility's approval of Customer's Conforming Waste. In addition, Stericycle shall be excused from performance of Services if equipment, transporters or facilities become unavailable to Stericycle for any reason, including but not limited to an act of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw material, labor, containers, or transportation facilities, compliance with governmental requests, laws, regulations, orders or actions, revocation or modification of governmental permits or other required licenses or approvals, breakage or failure of machinery or apparatus, national defense requirements or any other event, including labor trouble, strike, lockout or injunction, that prevents the performance of the Services.

7. All collection pickups shall be based upon an on-call service frequency. Stericycle will not accept improperly identified or unidentified wastes. If the material is improperly identified or is not Conforming Waste, a \$500.00 rejection fee may apply. In the event, upon Customer request, Stericycle provides to Customer Hazardous Drug Disposal training a \$500 training fee shall apply. An emergency pickup fee shall be assessed for any immediate, non scheduled service request by Customer.

8. Title and Risk of Loss to Conforming Waste: Title and Risk of Loss to Conforming Waste (excluding Waste that is land disposed or land applied) shall be vested in Stericycle at such a time as it is loaded onto vehicle(s) of Stericycle or Stericycle's Subcontractor(s) until such a time that Stericycle or Stericycle's Subcontractor(s) delivers said Conforming Waste to the TSDf(s), then Title and Risk of Loss shall transfer to TSDf(s). Stericycle warrants that Stericycle shall only deliver Customer's Waste to TSDf(s) with whom Stericycle has a written contractual relationship whereby Title and Risk of Loss for Conforming Waste transfers to the TSDf(s), upon delivery, of said Conforming Waste from Stericycle or Stericycle's Subcontractor(s), to the TSDf(s). Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste"): **Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste")** shall remain with Customer, until the required steps have been taken to develop i.) an accurate Waste Profile, ii.) an accurate shipping manifest(s), and iii.) accurately labeled containers, to meet Federal, state and local laws and regulations. Once all discrepancies have been resolved, and the Customer's Non-Conforming Waste is rendered Conforming Waste, Title and Risk of Loss for said Waste shall be vested in Stericycle in accordance with the terms specified under **Title and Risk of Loss to Conforming Waste** above. Stericycle may, solely as an accommodation to Customer, and at the Customer's sole additional expense, assist in resolving said discrepancies and/or arrange for the proper handling, storage, and transportation of such Waste in accordance with applicable Federal, state and local laws and regulations, until such a time that the Non-Conforming Waste has been rendered Conforming Waste or has been returned to the Customer or Customer's designee. Stericycle shall exert reasonable care in the storage and handling of Customer's Non-Conforming Waste.

9. Contractor- Any vendor hired by Customer for purchase of goods and/or services. **Subcontractor** – A vendor hired by Stericycle to provide goods and/or services under this Agreement. **Waste** – A Customer's Hazardous or Non-Hazardous material or Universal Waste that is intended for disposal, treatment, recycling or reuse. **Hazardous** - A material that meets the Federal definition as described in 40 CFR Part 261.3 or any applicable state or local regulations. **Universal Waste** – A material that meets the Federal definition as described in 40CFR Part 273 or any applicable state or local regulations. **Non-Hazardous** – A material that does not meet the definition of either Hazardous or Universal Waste. **TSDf** – Treatment, Storage, and Disposal Facilities for Hazardous Waste(s), Non-Hazardous Waste(s), Universal Waste(s) and other recyclable materials. **Waste Profile** – A detailed description of a Waste including its physical and chemical properties as required by rule and /or a TSDf. **Conforming Waste** - A Waste offered by Customer to Stericycle that matches the characteristics described by the customer prior to shipping the Waste. This description may include, but is not limited to, the applicable analytical results, Waste Profile(s), MSDS(s), Customer knowledge of Waste generating process, and/or Universal Waste specifications. **Overpack** – A process that includes packaging certain wastes in a larger container to meet Federal Department of Transportation (DOT) shipping and other safety requirements. **Incompatible** – A category of waste materials that must be segregated during handling, storage, transportation and disposal to eliminate potential chemical reactions as required by regulations and to protect public safety. **Compatible** – Waste materials that are not Incompatible.



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. You may also call (866) 783-7422.

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 72.3 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 (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RC RA 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

REGULATED MEDICAL WASTE NOT ACCEPTED 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 per 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 (866) 783-7422.

Webb County Jail
902 Victoria St
Laredo, TX 780404456
USA

Dear Melissa Ramos

Stericycle is pleased to serve your organization with Regulated Medical Waste disposal and compliance solutions to ensure your business stays ahead of the curve on regulatory requirements.

The following is a summary of the key account changes we agreed will become effective with your new service agreement.

- **Start Date:** 2/1/2016
- **New RMW/OSHA Service Fee (per month)** \$780.15
- **Steri-Safe OSHA Program Level:** Steri-Safe OSHA Preferred
 - **New Steri-Safe HIPAA Service Fee (per month):**
 - **Steri-Safe HIPAA Program Level:**
- **New Hazardous Drug Disposal Service Fee (per month):** \$399.00
New HDDS Stops Per Year: 6
 - **New Path/Chemo Waste Service Fee (per month):**
 - **New Schedule & Save Service Fee (per month):** \$0.00
 - **Number of RMW Stops (per year):** 13
 - **Number of Containers (per year):** 78
 - ***Total Monthly Cost:** \$1,329.92

Our offer includes the **12-month price lock and annual price protection**. Please refer to your service agreement for all service terms and charges. *Total Cost is an estimate for the total monthly fee during the 1st year of service that includes applicable fees.

Remember, you can manage your Stericycle account and have access to complimentary webinars, waste packaging, and segregation trainings on our customer portal, MyStericycle.com. Watch a brief video to learn how MyStericycle.com Makes It Easy.

Sincerely,
Haley Staples
Account Care Specialist
Phone: 866-783-7422
Fax: (800) 883-9524

P.S. Read our comprehensive blogs to learn more about HIPAA compliance, OSHA compliance, regulated medical waste, sustainability, and more.
<http://www.stericycle.com/healthcare-resources>