

ORIGINAL

AGREEMENT FOR SERVICES #591-S0411 AMENDMENT II

This Amendment II to that Agreement for Services #591-S0411, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Stericycle, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 28161 North Keith Drive, Lake Forest, IL 60045, and whose local place of business is located at 11875 White Rock Road, Rancho Cordova, CA 95742; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County for the provision of collection and disposal of biohazardous medical and pharmaceutical waste for the departments County-wide in accordance with Agreement for Services #591-S0411, dated August 31, 2004, and Amendment I dated March 15, 2005, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the Compensation by an additional \$5,000.00, hereby amending **ARTICLE III-Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #591-S0411 shall be amended a second time as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. Invoices shall be submitted to the individual Departments requesting services. For the purposes hereof, the billing rates shall be as set forth hereinbelow.

Costs for collection, disposal, and documentation for Placerville area locations are as follows:

Public Health, 931 Spring Street, Placerville (Acct. # 6038614-001)

20 Gal – RCTB21	\$57.50 each
37 Gal – RCTB49	\$74.45 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical container	\$46.00 each
37 Gal Chemo Tub – RCTY49	\$88.50 each

Public Health, 1360 Johnson Boulevard #103, South Lake Tahoe (Acct. # 6038583-001)

Steri-safe Preferred Monthly Fee (Inclusive of Manual & Training as requested)	\$380.00
Additional Tubs	\$35.00 each

Probation Department, Juvenile Hall, 299 Fair Lane, Placerville (Acct. # 6041538-001)

20 Gal – RCTB21	\$57.50 each
37 Gal – RCTB49	\$74.45 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$46.00 each
37 Gal Chemo Tub – RCTY49	\$88.50 each

Probation Department, Juvenile Treatment Center, 1041 Al Tahoe Boulevard, South Lake Tahoe (Acct. # 6062225-001)

TB21 20 Gal Bio Tub	\$74.75 each
TB49 7 Gal Bio Tub	\$92.00 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$57.50 each

Mental Health, Psychiatric Facility, 935B Spring Street, Placerville (Acct. # 6038606-001)

20 Gal – RCTB21	\$57.50 each
37 Gal – RCTB49	\$74.45 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$46.00 each
37 gal Chemo Tub – RCTY49	\$88.50 each

Mental Health, 344 Placerville Drive, Placerville (Acct. #6048208-001)

20 Gal – RCTB21	\$57.50 each
37 Gal – RCTB49	\$74.45 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$46.00 each
37 gal Chemo Tub – RCTY49	\$88.50 each

Mental Health, 981 Silver Dollar, Suite #2, South Lake Tahoe (Acct. #6038605-001)

TB21 20 Gal Bio Tub	\$74.75 each
TB49 7 Gal Bio Tub	\$92.00 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$57.50 each

Mental Health, 2808 Mallard Lane, Suite C & D, Placerville (Acct. #6048421-001)

TB21 20 Gal Bio Tub	\$74.75 each
TB49 7 Gal Bio Tub	\$92.00 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$57.50 each

The total amount of this Agreement, as amended a second time, shall not exceed \$25,000.00 for the two (2) year term, commencing August 31, 2004 through August 31, 2006.

Except as herein amended, all other parts and sections of this Agreement #591-S0411 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #591-S0411 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____

**Chairman
Board of Supervisors
"County"**

**ATTEST:
Cindy Keck
Clerk of the Board of Supervisors**

By: _____ **Dated:** _____
Deputy Clerk

-- CONTRACTOR --

Dated: 08/03/06

**STERICYCLE, INC.
A DELAWARE CORPORATION**

By: _____

**President/Vice-President
"Contractor"**

By: _____
Corporate Secretary

Dated: 08/03/06

COPY



AGREEMENT FOR SERVICES #591-S0411
AMENDMENT I

This Amendment I to that Agreement for Services #591-S0411, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Stericycle, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 28161 North Keith Drive, Lake Forest, IL 60045, and whose local place of business is located at 11875 White Rock Road, Rancho Cordova, CA 95742; (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, Contractor has been engaged by County for the provision of collection and disposal of biohazardous medical and pharmaceutical waste for the departments County-wide in accordance with Agreement for Services #591-S0411, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the fee schedule for requested services, hereby amending **ARTICLE III-Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #591-S0411 shall be amended a first time as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. Invoices shall be submitted to the individual Departments requesting services. For the purposes hereof, the billing rates shall be as set forth hereinbelow.

Costs for collection, disposal, and documentation for Placerville area locations are as follows:

Public Health, 931 Spring Street, Placerville (Acct. # 6038614-001)

20 Gal – RCTB21	\$57.50 each
37 Gal – RCTB49	\$74.45 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical container	\$46.00 each
37 Gal Chemo Tub – RCTY49	\$88.50 each

Public Health, 1360 Johnson Boulevard #103, South Lake Tahoe (Acct. # 6038583-001)

Steri-safe Preferred Monthly Fee (Inclusive of Manual & Training as requested)	\$380.00
Additional Tubs	\$35.00 each

Probation Department, Juvenile Hall, 299 Fair Lane, Placerville (Acct. # 6041538-001)

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37 Gal – RCTB49	\$74.45 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$46.00 each
37 Gal Chemo Tub – RCTY49	\$88.50 each

Probation Department, Juvenile Treatment Center, 1041 Al Tahoe Boulevard, South Lake Tahoe (Acct. # 6082225-001)

TB21 20 Gal Bio Tub	\$74.75 each
TB49 7 Gal Bio Tub	\$92.00 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$57.50 each

Mental Health, Psychiatric Facility, 935B Spring Street, Placerville (Acct. # 6038606-001)

20 Gal – RCTB21	\$57.50 each
37 Gal – RCTB49	\$74.45 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$46.00 each
37 gal Chemo Tub – RCTY49	\$88.50 each

Mental Health, 344 Placerville Drive, Placerville (Acct. #6048208-001)

20 Gal – RCTB21	\$57.50 each
37 Gal – RCTB49	\$74.45 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$46.00 each
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Mental Health, 981 Silver Dollar, Suite #2, South Lake Tahoe (Acct. #6038605-001)

TB21 20 Gal Bio Tub	\$74.75 each
TB49 7 Gal Bio Tub	\$92.00 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$57.50 each

Mental Health, 2808 Mallard Lane, Suite C & D, Placerville (Acct. #6048421-001)

TB21 20 Gal Bio Tub	\$74.75 each
TB49 7 Gal Bio Tub	\$92.00 each
2 Gal, 3 Gal, 5 Gal, 12 Gal, Pharmaceutical Container	\$57.50 each

The total amount of this Agreement, as amended, shall not exceed \$20,000.00 for the two (2) year term, commencing August 31, 2004 through August 31, 2006.

Except as herein amended, all other parts and sections of this Agreement #591-S0411 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #591-S0411 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: March 15, 2005

By: Charlie Paine
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: Cindy Keck Dated: March 15, 2005
Deputy Clerk

-- CONTRACTOR --

Dated: 2/22/05

STERICYCLE, INC.
A DELAWARE CORPORATION

By: Bill Avery
Bill Avery
Northern California District Manager
"Contractor"

COPY



AGREEMENT FOR SERVICES #591-S0411

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Stericycle, Inc. a Delaware Corporation duly qualified to conduct business in the State of California, whose principal place of business is 11875 White Rock Road, Rancho Cordova, California 95742, and whose Agent for Service of Process is CT Corporation System located at 818 West Seventh Street, Los Angeles, California 90017 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor for the provision of collection and disposal of biohazardous medical and pharmaceutical waste for the departments County-wide; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of these services provided by Contractor are in the public's best interest and that these services, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, and services necessary for the lawful collection and disposal of biohazardous medical and pharmaceutical waste for County Departments.

All activities of Contractor shall be in compliance with all applicable federal, state, and local laws, including but not limited to, the California Medical Waste Management Act. Contractor will provide the County with documentation of such compliance. County agrees to comply with the protocols set forth in Exhibit "A", marked "Stericycle Waste Acceptance Protocol, California", incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire two years from the date of execution by the County.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. Invoices shall be submitted to the individual Departments requesting services. For the purposes hereof, the billing rates shall be as set forth hereinbelow.

Costs for collection, disposal, and documentation for Placerville area locations are as follows:

20 gallon biohazard container	\$57.50 each
37 gallon biohazard container	\$74.75 each
5 gallon pharmaceutical container	\$46.00 each

Costs for collection, disposal, and documentation for South Lake Tahoe area locations are as follows:

20 gallon biohazard container	\$74.75 each
37 gallon biohazard container	\$92.00 each
5 gallon pharmaceutical container	\$ 57.50 each

The total amount of this Agreement shall not exceed \$20,000.00.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.
Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

STERICYCLE, INC.
11875 WHITE ROCK ROAD
RANCHO CORDOVA, CA 95742
ATTN: BILL AVERY

Or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: The Contractor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

- C. Automobile Liability Insurance, including a pollution liability extension, of not less than \$5,000,000.00 is required.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-

insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California.

The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Bonnie H. Rich, Manager of Procurement and Contracts, Chief Administrative Office, or successor.

ARTICLE XVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XVIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIX

Venue: Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XX

Taxpayer Identification Number (Form W-9): All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 8/31/04

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By: Cynthia Johnson
DEPUTY 8/31/04

By: Rusty Dupray
RUSTY DUPRAY Chair
Board of Supervisors
"County"

-- CONTRACTOR --

Dated: 8/30/04

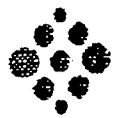
Stericycle, Inc.
A Delaware Corporation

By: Bill Avery
Lance Atencio Bill Avery
Northern California District Manager
"Contractor"

By: [Signature]
Corporate Secretary

Dated: 8/2/04

EXHIBIT "A"



Stericycle®

STERICYCLE WASTE ACCEPTANCE PROTOCOL, CALIFORNIA

1.0 WASTE ACCEPTED BY STERICYCLE

1.1 Regulated Medical Waste (Biohazardous and Sharps Waste)

1.1.1 Stericycle accepts those wastes that are generated in the diagnosis, treatment, and immunization of humans and animals or related research, in the production and testing of biologicals, and in the preparation and administration of antineoplastic/cytotoxic agents. Stericycle's waste acceptance practices and policies are based upon federal, state, and local laws for regulated medical waste. For the purposes of this document, the term regulated medical waste also means biohazardous, biomedical, or infectious waste.

1.1.2 Laboratory wastes including, but not limited to:

1.1.2.1 Human or animal specimen cultures from medical and pathology laboratories.

1.1.2.2 Cultures and stocks of infectious agents from clinical, research, and industrial laboratories (CDC Biohazard Levels I, II, III).

1.1.2.3 Wastes from production of bacteria, viruses, spores, discarded vaccines and biologicals from healthcare or research, and dishes or devices used to transfer, inoculate, and mix cultures.

1.1.3 Human surgical specimens, tissues, organs, placentas, and limbs (pathology waste only, exclusive of preservative agents).

1.1.4 Animal parts, tissues, fluids, and carcasses from both research and veterinary facilities (pathology waste only, exclusive of preservative agents).

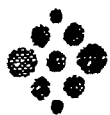
1.1.5 Fluid blood, fluid blood products, and containers, equipment, or articles with fluid blood/blood products/ body fluids.

1.1.6 Medical waste contaminated with excretions, exudates, secretions, or body fluids including, but not limited to, isolation waste, or other medical waste as determined by the infection control staff, physician, veterinarian, or local health officer to be isolated and handled as such.

1.1.7 Chemotherapy waste including sharps, syringes, IV tubing/bags/bottles, vials, and other discarded contaminated items generated in the preparation and administration of cytotoxic/antineoplastic drugs. Only empty containers/bags are acceptable under the CA MWMA, Section 117635(f).

1.8 Sharps waste including, but not limited to:

1.1.8.1 Suture needles, hypodermic needles, syringes, needles with attached needles and razor blades, dental wires, disposable surgical



Stericycle®

STERICYCLE WASTE ACCEPTANCE PROTOCOL, CALIFORNIA

instruments, and electrosurgical needles/blades.

1.1.8.2 Medical/laboratory glassware such as slides, pipettes, blood tubes, vials, bottles, contaminated broken glass, and contaminated unbroken glass articles that could be broken during handling and transportation, thus rendering them *sharps waste*.

1.1.9 Pharmaceuticals which are prescription or over-the-counter human or Veterinary drugs and are not hazardous under the Federal *Resource Conservation and Recovery Act (RCRA)* or the California *Radiation Control Law*, as defined in Section 117747 of the *CA MWMA*. Approval by Stericycle is required before acceptance.

1.2 International waste from ocean liners, ships, and planes which is not otherwise hazardous. This waste is regulated by the U.S. Department of Agriculture (USDA).

1.3 Medical Records and Confidential Documents

2.0 NON-CONFORMING WASTES WHICH ARE NOT ACCEPTED BY Stericycle

2.1 **Radioactive Waste**
UNDER NO CIRCUMSTANCES, will Stericycle accept any waste emitting radiation in levels greater than regulatory limits as defined in the California DHS *Policy Guidance for Handling Medical Waste at Off-Site Treatment Facilities*. Prior to treatment, all containers will be inspected by means of a radiation monitor. Any container above regulatory limits will be rejected for treatment, and arrangements will be made for return to the generating facility. This procedure may be result in added service charges.

2.2 **Hazardous Waste, including, but not limited to:**

2.2.1 Solvents, paints, paint thinner

2.2.2 Drums or other containers with hazard warning sign

2.2.3 Batteries of any kind

2.2.4 Glass thermometers, sphygmomanometers, florescent light tubes, or other medical equipment or devices containing mercury such as bougie dilators and GI tubes with mercury pouches.

2.2.5 Chemicals such as formaldehyde/formalin, ova-parasite fixative, acids, alcohol, acetone, waste oil, items preserved in thimerosal in concentrations exceeding 0.002%, and mercury-containing reagents.

2.2.6 Bulk chemotherapy waste (antineoplastic/cytotoxic drugs) or other RCRA listed hazardous pharmaceuticals. Full or partially full IV bottles/bags and vials of chemotherapy agents constitute hazardous waste and must be managed accordingly. Stericycle will not accept any outdated or unused chemotherapy drugs. It is recommended that such agents be returned to the pharmaceutical



STERICYCLE WASTE ACCEPTANCE PROTOCOL, CALIFORNIA

company.

2.2.7 Any item listed as being hazardous in federal, state, or local regulations.

2.2.8 In order to comply with state and federal regulations, all hazardous waste must be managed by a licensed hazardous waste contractor. Stericycle does not provide service for hazardous waste disposal. Each facility should contact their state or local regulatory agency for hazardous waste regulations and information.

2.3 Compressed Gas Cylinders, Canisters, Inhalers, and Aerosol Cans

2.4 Human Remains
Stericycle requires that human remains, fetuses, and cadavers (intact and otherwise) are segregated from the medical waste stream. Stericycle will not accept these materials.

3.0 SEGREGATION AND PACKAGING OF WASTE

3.1 Non-Sharp Biohazardous Medical Waste

3.1.1 All non-sharp biohazardous waste must be segregated at the point of origin and placed into at least one biohazard bag which is certified by the manufacturer as LLDPE with a minimum thickness of 1.5 mil, or equivalent, meeting ASTM D 1709-97 (Free-falling dart test) and ASTM D 1922-94a (Tear Resistance Test). Bags must be red in color, except for chemotherapy and pharmaceutical biohazardous waste. Bags must be twisted and tied in a single knot to prevent leakage or expulsion of contents.

3.1.2 The containment of waste in "autoclavable" bags is acceptable, but not required, for waste which is autoclaved off-site by Stericycle. If used, these bags must be red in color per *CA MWMA*.

3.2 Sharps Waste - Needles, Syringes, Blades, Medical Glassware

3.2.1 All sharps waste must be segregated at the point of use and placed in rigid, puncture-resistant containers which when sealed are leak resistant and cannot be easily opened. Sharps containers must be certified by the Food and Drug Administration (FDA).

3.2.2 Care should be taken not to overfill sharps containers in order to avoid associated hazards. California DHS requires sharps containers to be removed and exchanged when they are 3/4 full.

3.3 Body Fluids, Suctioned Fluids, and Other Non-chemical Fluids

3.3.1 Fluids not absorbed within other waste materials, such as sponges or dressings, must be placed within leak-resistant, break-resistant containers that are tightly lidded or capped to prevent leakage during handling and transportation.



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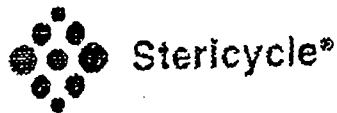
- 3.3.2 The discharge of liquid and semi-liquid wastes to a public sewage system is permissible where not prohibited by local ordinance, except for hazardous waste, laboratory waste, and microbiological specimens.

- 3.4 **Containment of Biohazardous and Sharps Waste Prior to Stericycle Collection**
Medical waste contained as described in 3.1 through 3.3 must then be placed by the generator into properly lidded and secured Stericycle plastic tubs, fiber drums, or cardboard cartons for transport off site, depending upon the types of waste and specific requirements of the Stericycle district providing the service. At a minimum, all medical waste must be secured in at least one red biohazard bag or liner and placed into a reusable plastic tub or disposable carton/drum with the top of the container secured. Sharps containers may be placed into tubs or boxes along with bagged waste, but do not need to be bagged unless leakage is possible. Note: Cultures and stocks cannot be discarded into sharps containers unless the container is then placed into a securely-tied red bag and contained inside a lidded container certified for DOT Group II Packaging requirements.

- 3.5 **Segregation and Containment for Specific Treatment Requirements**

- 3.5.1 Chemotherapy waste, pathology waste (human organs, limbs, and surgical specimens, and animal parts, tissues, and carcasses), and non-hazardous pharmaceuticals require incineration, whereas other medical waste and sharps waste are amenable to either steam autoclave processing or incineration.
- 3.5.2 Pathology waste, chemotherapy waste, and non-hazardous pharmaceuticals must be segregated and packaged into designated containers, separate from other biohazardous waste and sharps waste, in order to ensure appropriate treatment methods for specific wastes.
- 3.5.2.1 In order to ensure safe handling, treatment by incineration, and proper spill clean-up techniques, as required by CAL OSHA and the CA *MWMA*, chemotherapy waste must be segregated from other medical waste into containers labeled "CHEMOTHERAPY WASTE".
- 3.5.2.2 Pathology waste must be segregated from other biohazardous waste into containers labeled "PATHOLOGY WASTE" and incinerated. It is necessary for preservative agents to be decanted from pathology waste prior to being packaged for collection and treatment, as preservatives are specifically excluded from biohazardous waste by the CA *MWMA* and must be regarded as hazardous.
- 3.5.2.3 Non-hazardous pharmaceutical waste must be segregated prior to Storage into containers labeled "INCINERATION ONLY" to ensure incineration is provided, as required by the CA *MWMA*.

- 3.6 **International Waste**



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Shipboard and airline waste must be secured in trash bags and placed into leak-resistant Stericycle containers prior to transport as directed by local port authority Compliance Agreement. All containers must be labeled "FOREIGN GARBAGE" to ensure the waste is processed as required by steam autoclave.

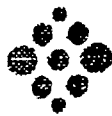
- 3.7 **Medical Records and Confidential Documents**
Confidential documents and medical records must be contained in sturdy, well-secured taped cardboard boxes or reusable containers prior to collection for shredding/destruction and identified as such. Containers are available upon request.

4.0 LABELING AND MARKING OF MEDICAL WASTE BAGS AND CONTAINERS

- 4.1 **Biohazard Bags**
Bags must be red in color and labeled with the word "BIOHAZARD" and the international biohazard symbol OR with the words "BIOHAZARDOUS WASTE," per the CA MWMA.
- 4.1.1 **NOTE:** San Diego County requires all bags of biohazardous waste and sharps containers to bear the generator name, address, and telephone number.
- 4.2 **Sharps Containers**
Containers must be labeled with the words "SHARPS WASTE" or with the word "BIOHAZARD" and the international biohazard symbol per the CA MWMA.
(See 4.1.1 NOTE for San Diego County.)
- 4.3 **Secondary Containers provided by Stericycle**
- 4.3.1 All containers provided by Stericycle will be labeled in accordance with applicable federal, state, and local regulations, with the word "BIOHAZARD", the international biohazard symbol, the words "REGULATED MEDICAL WASTE, UN 3291", and the name and address for the medical waste facility collecting the waste. In addition, generators are required to use appropriate containers for chemotherapy waste, pathology waste, and non-hazardous pharmaceutical waste as described in sections 3.5.2.1 through 3.5.2.3.
- 4.3.2 Stericycle BIOTRACK® bar codes on each container provide for identification, tracking, billing and proper treatment of medical waste transported off site by each generating facility serviced by Stericycle.
- 4.4 **Non-conforming Labels and Markings**
Any container which bears a label with the words or symbols reflecting "HAZARDOUS CHEMICALS", "HAZARDOUS DRUGS", "HAZARDOUS WASTE", "RADIOACTIVE MATERIAL", or "RADIOACTIVE WASTE" cannot be transported, accepted, or treated by Stericycle, no matter what the contents.

5.0 REUSABLE VERSUS DISPOSABLE WASTE CONTAINERS - DECONTAMINATION

- 5.1 **Reusable Plastic Tubs and Lids**
Used containers and lids are decontaminated by exposure to a tub washing process



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utilizing approved disinfectants and hot water at the Stericycle treatment facility before being returned to customers as required by the *CA MWMA*.

- 5.2 **Disposable Fiberboard Boxes**
These containers and their contents are incinerated or autoclaved. The treatment process is dictated by the type of waste (autoclave versus incineration).
- 5.3 **Disposable Sharps Containers**
All containers and their contents are incinerated or autoclaved. Treatment is dictated by the type of waste (chemotherapy sharps waste is incinerated).

6.0 STORAGE OF MEDICAL WASTE

6.1 Dedicated Storage Enclosure - Customer /Generator Site

- 6.1.1 Medical waste to be collected by Stericycle shall be maintained in an enclosure or designated accumulation area which is secured to deny access to unauthorized persons, marked with warning signs, and provides protection from animals, rodents, insects, and natural elements.

- 6.1.2 Warning signs, per the *CA MWMA*, shall read in English and in Spanish:

**"CAUTION - BIOHAZARDOUS WASTE STORAGE AREA -
UNAUTHORIZED PERSONS KEEP OUT"**
**"CUIDADO - ZONA DE RESIDUOS - BIOLOGICOS PELIGROSOS -
PROHIBIDA LA ENTRADA A PERSONAS NO AUTORIZADAS"**

- 6.1.3 Medical waste to be stored on site will be maintained by the generator within the allowable time and temperature specified within the *CA MWMA*.

- 6.1.3.1 Generators of more than 20 pounds of biohazardous waste per month are limited to 7 days storage above 32°F.

- 6.1.3.2 Generators of less than 20 pounds of biohazardous waste per month are limited to 30 days storage above 32°F.

- 6.1.4 Waste to be transported off site shall not be subjected to trash chutes, compaction, or grinding prior to collection/treatment by Stericycle, unless prior approval has been obtained from DHS.

7.0 TRACKING DOCUMENTS FOR MEDICAL WASTE

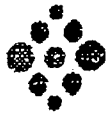
7.1 Stericycle BIOTRACK® System

- 7.1.1 All waste transported from the generating facility/person for treatment will be accompanied by a tracking document.



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- 7.1.2 Stericycle has a unique approach to the tracking process known as BIOTRACK®. Bar codes and optical scanners or "readers" record all pertinent data required by the CA MWMMA.
- 7.1.3 Tracking documents will include, but are not limited to, the following:
 - 7.1.3.1 Name, address, telephone number, and registration number of Hazardous Waste Transporter
 - 7.1.3.2 Type and quantity of medical waste transported
 - 7.1.3.3 *"Regulated Medical Waste, 6.2, UN3291, PG II"*
 - 7.1.3.4 Name, address, and telephone number of generator
 - 7.1.3.5 Generator Certification: *"This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation."* with the signature of an authorized representative, or printed name on signature line with original signature card/certification statement on file as defined on the cover page of this document.
 - 7.1.3.6 Name, address, telephone number, permit number, and the signature of an authorized representative of the permitted medical waste treatment facility receiving the waste.
 - 7.1.3.7 The date the medical waste is collected from the generator's facility, the date the waste is received by the transfer station (as applicable), and the date the waste is received by the treatment facility.
 - 7.1.3.8 Stericycle Emergency Response Telephone Number (800) 234-0051
- 7.1.4 A copy of the tracking document(s) will be provided to the customer at the time of waste collection bearing signatures of the generator and the driver.
- 7.1.5 The tracking document(s) will be in the custody of the Stericycle driver hauling the medical waste to its treatment destination at all times.
- 7.1.6 Documentation will be mailed to the customer by Stericycle on a monthly basis detailing receipt/treatment of medical waste collected.
- 7.1.7 Stericycle will keep signed copies of all tracking documents for at least 3 years.
- 7.1.8 Tracking data will be provided by Stericycle to the California DHS periodically in the required format.



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8.1 Registered Vehicles

- 8.1.1 Stericycle maintains a Hazardous Waste Hauler's Registration for transportation of all medical waste collected and/or transferred and/or treated in California as required by the *CA MWMA*.

8.2 Responsibility and Authority of Stericycle Drivers

- 8.2.1 Stericycle drivers are responsible for the collection and tracking of all waste containers generated on their assigned routes on any given day. They are responsible for monitoring the proper containment, closure, and labeling of each tub, box, drum, or sharps container prior to scanning/entering the specific data into the Stericycle BIOTRACK® system. It is also the responsibility of the driver to leave the appropriate number of empty clean waste containers/lids for each customer serviced, as well as a copy of the signed tracking document(s).
- 8.2.2 Stericycle drivers are authorized to reject any containers that do not meet DOT specifications. Odor, leakage, bulging or damaged containers, improper packaging, incorrect labels, non-conforming waste, and improper segregation are some of the causes for rejection of medical waste containers.
- 8.2.3 Containers may be subject to an off-specification charge for repackaging and special handling, if such is required.

8.3 Emergency Spill Response

- 8.3.1 Stericycle Hazardous Waste Registered vehicles are equipped with emergency spill kits, and drivers are trained in emergency response spill procedures as required by California and U.S. DOT regulations. Written Emergency Response Spill and Hazardous Materials Procedures are available in the cab of each vehicle.
- 8.3.2 Stericycle provides and maintains an Emergency Spill Response Telephone Number 24 hours a day at (800)234-0051.

- 8.4 All policies and practices for transportation of medical waste provided by Stericycle are in full compliance with applicable U.S. DOT, California, and local laws and regulations.

9.0 TREATMENT OF WASTE

- 9.1 Permitted Waste Treatment Facilities
All waste collected by Stericycle is transported to a permitted facility for proper treatment by autoclaving or incineration and subsequent disposal.
- 9.2 Waste Treatment Methods/Parameters



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- 9.2.1 Pathology waste (human tissue specimens, organs, limbs, and contaminated animal carcasses, parts and specimens) is incinerated.
- 9.2.2 Trace chemotherapy contaminated waste is incinerated (see 9.2.4).
- 9.2.3 Non-hazardous pharmaceutical waste is incinerated.
- 9.2.4 Biohazardous waste and sharps waste is subjected to steam autoclave processing or incineration. Chemotherapy sharps waste is incinerated.
- 9.2.5 International waste is subjected to steam autoclave processing per Compliance Agreement with the local port authority or U.S. Dept. of Agriculture.
- 9.2.6 Medical records and confidential documents are destroyed by either shredding or incineration.
- 9.3 Waste treatment facilities operate in compliance with all applicable federal, state, and local laws/regulations and maintain all required permits and licenses.

10.0 LAWS, REGULATIONS, AND POLICIES FOR MEDICAL WASTE

10.1 *California Medical Waste Management Act* - Department of Health Services

- 10.1.1 The *Medical Waste Management Act (MWMA)* became effective in 1991 and was incorporated into Part 14 of the *California Health and Safety Code*. With its implementation, the *MWMA* shifted the administration and enforcement responsibility for medical waste from the California Department of Toxic Substance Control (DTSC) to the Department of Health Services (DHS).
- 10.1.2 DHS is responsible for the permitting and regulatory enforcement of off-site medical waste treatment facilities and transfer stations. On-site medical waste treatment and generators of medical waste are regulated by either DHS or the Local Enforcement Agency of DHS. Where county or city health departments have opted to function as the Local Enforcement Agency (LEA), the generation, storage and on-site treatment of medical waste by large quantity generators (LQG) and small quantity generators (SQG) is regulated at the local level. Where no LEA is designated, DHS has enforcement authority, as is the case in about 50 percent of the counties in California.
- 10.1.3 The *MWMA* requires all commercial and private haulers of medical waste to apply for and maintain a current Hazardous Waste Hauler's Registration, except for those with a Limited Quantity Hauler's Exemption. The Registration is issued to haulers by DTSC, while DHS issues the Limited Quantity Hauler's Exemption to the generator or health care professional generating less than 20 pounds of medical waste per week, and hauling less than 20 pounds at one time.



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10.1.4 Amendment and Recodification of the Health and Safety Code

10.1.4.1 Effective January 1, 1997, pharmaceuticals which are not hazardous as defined in the *Resource Conservation and Recovery Act (RCRA)*, or *The Radiation Control Law*, Chapter 8, Part 9, Section 114960, of the *California Health and Safety Code* have been added to the definition of a biohazardous waste under Section 117635, subdivision (g) of the *MWMA*, Part 14 of the *Health and Safety Code*. As with chemotherapy and pathology waste, pharmaceutical waste must be segregated and labeled to ensure destruction by incineration.

10.1.4.2 The amended *MWMA* was entirely recodified in 1996 to be consistent with the recodification of the *California Health and Safety Code*.

10.1.4.3 Copies of the *MWMA* are available through the Department of Health Services and from your Stericycle district providing medical waste services.

10.2 Bloodborne Pathogen Standard - California OSHA

10.2.1 Title 8, *California Code of Regulations*, Section 5193 defines the *Bloodborne Pathogen Standard* which became effective in January 1993. CAL OSHA regulates "blood and potentially infectious materials" and the handling, containment, labeling, and storage of "regulated waste" through the *Bloodborne Pathogen Standard*. The standard requires the utilization of "Universal Precautions" (Centers for Disease Control Guideline - 1989) in managing all blood, certain body fluids and contaminated materials as "potentially infectious". It includes specific requirements pertaining to personal protective equipment (PPE), housekeeping, exposure control, engineering and work practice controls, recordkeeping, signs and labels, training, hepatitis B vaccination, and exposure follow up, all of which must be defined in a written "Exposure Control Plan". Stericycle is regulated by the "Bloodborne Pathogen Standard", as are all healthcare providers and certain other employers with the potential for exposure to blood and body fluids in the workplace. Stericycle maintains compliance with the standard under a comprehensive "Exposure Control Plan" and training program developed specifically for medical waste drivers, handlers and equipment operators.

10.2.2 "Potentially infectious materials" include human blood/blood components and products, as well as semen, vaginal secretions, cerebrospinal, pleural, peritoneal, pericardial and amniotic fluids, saliva in dental procedures, body fluids visibly contaminated with blood such as saliva or vomitus, unfixed tissues or organs, and all body fluids where it is difficult or impossible to differentiate.

10.2.3 "Regulated waste", as defined in the standard, includes contaminated sharps, and liquid /semi-liquid blood or other potentially infectious materials (OPIM).