



Account/Site #4051048-001  
Generator ID#:

**Service Agreement**  
**Effective Date 11-1-2022 between Stericycle, Inc and Polk County Jail**

Service Address		Billing Address	
Customer/Company Name:	Polk County Jail	Address 1:	1733 N Washington Ave
Address 1:	1733 N Washington Ave	Address 2:	
Address 2:		City/State/Zip:	Livingston, TX 773512127
City/State/Zip:	Livingston, TX 773512127	Phone #:	(936) 327-6873
Phone #:	(936) 327-6873	Fax:	
Fax:		E-Mail:	amanda.mills@co.polk.tx.us
E-Mail:	amanda.mills@co.polk.tx.us		

Services Included checked below (Reference Attachment "Service Descriptions" for details)	Allotted Annual Containers	Allotted Annual Stops	Additional Stop Charge	Additional Container/Over Weight / Envelope Charge	Monthly Service Fee
<input checked="" type="checkbox"/> Biohazardous Regulated Medical Waste Disposal Service Level: Budget Plan	52	13	\$75	Current container rate plus 10%	\$148.08
<input type="checkbox"/> Stericycle Reusable Sharps Program (Only available with purchase of "Biohazardous Regulated Medical Waste Disposal" services)	-	-	-	-	\$0.00
<input type="checkbox"/> Fixer / Developer - Photo Processing Disposal Service	0	-	-	-	\$0.00
<input type="checkbox"/> Pathological / Trace Chemotherapy Disposal Service	0	-	-	-	\$0.00
<input type="checkbox"/> Pharmaceutical Waste Disposal	0	-	-	-	\$0.00
<input type="checkbox"/> CsRx Controlled Substance Waste Service (Only available with purchase of "HDDS" services)	0	-	-	0	\$0.00
<input type="checkbox"/> HIPAA Steri-Safe	-	-	-	-	\$0.00

	Container Type (WA Only)	*Price per Container	Price per Stop	Min. Cont. per Pickup	Scheduled Frequency	***No Waste Fee	**Minimum Pickup Fee
<input type="checkbox"/> Biohazardous Regulated Medical Waste Disposal - Transactional							

\* Price per Box: WA only = Based on WUTC Tariff pricing  
 \*\* Minimum Pickup Fee: WA only = \$10.00 minimum monthly fee.  
 \*\*\* No Waste Fee: WA only = \$25.00

**Total Monthly Service Fee: \$148.08**

**Billing Schedule: Monthly**

Monthly Service Fee Total: \$148.08

Minimum Pickup Fee Total: N/A

**Includes All Fees (Additional taxes May Apply)**

During the first 12 months of the Agreement, Stericycle will not increase the above fees.

Thereafter, fees will not increase by more than 7.00% annually.

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

\*The offer will expire 10-24-2022

**Stericycle:**

Contracting Entity: **Stericycle, Inc.**

Name: Tyler Fehring

Title: CSS

Date: 10/26/2022

Signature:

DocuSigned by:  
Tyler Fehring

**Customer:**

Customer/Company Name: **Polk County Jail**

Name: Sydney Murphy

Title: Polk County Jail

Date: 10/26/2022

Signature:

DocuSigned by:  
Sydney Murphy

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

Stericycle Inc. - 2355 Waukegan Rd., Bannockburn, IL 60015 - Phone: 8479436171 - Fax:

Office Use Only: Code#-S148.08..\$0.00

## TERMS AND CONDITIONS

Stericycle, Inc., a Delaware corporation, with offices at 2355 Waukegan Rd., Bannockburn, IL 60015 (collectively, "Stericycle"), and Polk County Jail with offices at 1733 N Washington Ave., Livingston, TX 773512127 ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 1 day of November, 2022 (the "Effective Date").

1. **Services.** (a) Stericycle will provide Customer the services set forth on page 1 of this Agreement (the "Services") which are incorporated herein and made a part of this Agreement. (b) The current version of the Stericycle Waste Acceptance Policy ("WAP") is attached. Stericycle may periodically update the WAP. Customer shall comply with the WAP applicable to the Services. (c) Customer shall be liable for and shall indemnify, defend and hold harmless Stericycle from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees, resulting from any Non-Conforming Waste (as defined in the WAP) or Customer's failure to properly store, package, label, or segregate RMW. (d) During the Term, Stericycle shall be the exclusive provider of the Services to Customer at all of its locations, and Customer shall use no other regulated medical waste ("RMW") disposal service, method or service provider, whether at the service location(s) set forth herein or at any other current or future location(s) of Customer. (e) Stericycle may bill additional charges for each non-compliant container (including overweight containers; containers holding Non-Conforming Waste; and containers where the waste is improperly segregated or packaged) provided by Customer.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 60 months. This Agreement will automatically renew for successive terms of the same duration (each, an "Extension Term"), unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment (defined below) from Customer wherever located.

3. **Pricing.** Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, for Customers with transactional pricing models, Customer shall pay the No Waste Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. Customer shall pay the Minimum Pickup Charge for service where the total container and stop fees are less than the Minimum Pickup Charge. For Customers with subscription-based pricing models, for services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at [www.stericycle.com](http://www.stericycle.com) ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

4. **Payment Terms.** (a) Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. (b) Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

5. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 6 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

6. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

7. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement.

8. **Compliance Materials; Confidentiality.** To the extent that Stericycle provides Customer with electronic or printed materials ("Compliance Materials"), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. 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. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

9. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder, including anti-corruption and economic and trade sanctions laws. Stericycle and Customer shall keep adequate books, records and documentation as required by applicable laws, rules, and regulations pertaining to storage or handling of RMW and the Services hereunder.

10. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

11. **Equipment.** Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises ("Equipment") and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

12. **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.

13. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle. (d) Stericycle's relationship with Customer 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. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration

Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.



# Regulated Medical Waste Acceptance Policy

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

## REGULATED MEDICAL WASTE

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

*Not 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 (49 CFR 173.197) require that all packages of regulated medical waste be prepared for transport in containers that meet all of the following requirements: rigid, leak resistant, impervious to moisture, of sufficient strength to prevent tearing or bursting under normal conditions of use and handling, sealed to prevent leakage during transport and 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's 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 reouted 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

<p><b>ACCEPTED REGULATED MEDICAL WASTE:</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Regulated Medical Waste or Clinical Waste or Biomedical 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.</li> </ul>
<p><b>ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Pathological Waste: Human or animal body parts, organs, tissues and surgical specimens (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).</li> <li>• Non-RCRA Pharmaceuticals: Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances.*</li> <li>• 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.</li> </ul>
<p><b>OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE</b></p> <ul style="list-style-type: none"> <li>• Untreated Category A Infectious Substances</li> <li>• Complete Human Remains (including heads, full torsos and fetuses)</li> <li>• Bulk Chemotherapy Waste</li> <li>• Mercury-Containing Dental Waste: Non-contact and contact amalgam and products, chain-side traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules</li> <li>• Mercury Containing Material or Devices: Any mercury thermometers, sphygmomanometers, lab or medical devices</li> <li>• RCRA Hazardous Pharmaceutical Waste and all DEA Federal and state controlled substances*</li> <li>• Chemicals: Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein</li> <li>• Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans</li> <li>• Hazardous or Universal Waste: Any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.</li> <li>• Radioactive Waste: Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials</li> </ul>

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

We protect what matters.





## SERVICE DESCRIPTIONS

---



### **Biohazardous Regulated Medical Waste Disposal**

- Safe, compliant collection, transport and treatment of regulated medical waste.
- Access to DOT and biohazardous training on MyStericycle.com, our convenient online customer portal.

#### RELATED SERVICES:

##### **Secure pick-up of Fixer/Developer – Photo Processing Disposal Service**

- Treatment and disposal of x-ray fixer/developer containing silver or hydroquinone.
- This service is available in CA and parts of CT, MA, NH, RI, VT, NJ and NY.

##### **Secure pick-up of Pathological/Trace Chemotherapy Disposal Service**

- Treatment and disposal of infectious waste or discarded items that have been contaminated by trace amounts of chemotherapeutic, cytotoxic or antineoplastic pharmaceuticals.

##### **Regulated Medical Waste – Transactional**

- Containers, manifests, collection, transport, treatment and disposal of all regulated medical waste (except non-conforming waste) on an on-call basis.



### **Stericycle Reusable Sharps Program**

- Our Sharps Management Service utilizes reusable sharps containers to streamline the collection and disposal of sharps in your facility. A Stericycle driver will pick up your packaged, full sharps containers and provide clean ones for continued use.
- Each reusable container can be utilized up to 600 times. Our service reduces plastic going into landfills and helps avoid utilizing natural resources to create new containers.
- Easy-to-use container design allows for single-handed disposal of sharps. The container base is transparent making it easy to see the fill line and prevent overfilling to reduce needlestick injuries.



### **Steri-Safe<sup>SM</sup> OSHA Compliance Solutions**

- Award-winning bloodborne pathogens training\*, available online in English and Spanish. Our Online Training Center provides tracking and reporting.
- Simple, automated Safety Plan Builder to help you stay compliant and access to over 10 million Safety Data Sheets to easily create a customized online binder.
- Preferred level services include annual on-site training, mock OSHA inspection and a dedicated Healthcare Compliance Educator. We also provide a No Fine. No Fail. OSHA Guarantee.
- Enjoy a 10% discount on Healthcare Products.

### **Steri-Safe<sup>SM</sup> HIPAA Compliance Solutions**

- Critical training including HIPAA privacy, security and social media.
- Easy-to-use HIPAA privacy and security risk assessments.
- Preferred level services include annual on-site HIPAA privacy and security gap analysis and trainings.

*\*2016 Bronze Telly Award for our bloodborne pathogens training in the category of Non-Broadcast Productions – Health and Wellness.*



## SERVICE DESCRIPTIONS

---



### Pharmaceutical Waste Disposal

#### Drug Disposal Service

- Treatment and disposal of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste.
- Environmentally-friendly solutions to protect your communities and waterways.

#### Hazardous Drug Disposal Service

- Treatment and disposal of pharmaceuticals that either exhibit characteristics that make them a hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities.
- We provide you with a Pharmaceutical Waste Identification Checklist.

#### Seal&Send<sup>SM</sup> Controlled Substance Envelopes

- Seal&Send controlled substance mailback envelopes are for use only by patients/end-users; 50 envelopes per location annually.

#### CsRx<sup>®</sup> Controlled Substance Waste Service

- This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches.
- Mitigates the risk of diversion when disposing of controlled substance waste in your facilities.
- This solution provides peace of mind that your controlled substance waste will be processed with total security and compliance.