

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In Re Application No. GA-079251 of

HAROLD LeMAY ENTERPRISES, INC.,
ET AL.,

For an Extension of Certificate No. G-98 for a
Certificate of Public Convenience and Necessity

In Re Application No. GA-079254 of

KLEEN ENVIRONMENTAL
TECHNOLOGIES, INC.

For a Certificate of Public Convenience and
Necessity

In Re Application No. GA-079266 of

RUBATINO REFUSE REMOVAL, INC.

For an Extension of Certificate No. G-58 for a
Certificate of Public Convenience and Necessity
to Operate Motor Vehicles in Furnishing Solid
Waste Collection Service

CONSOLIDATED DOCKET NOS.

DOCKET NO. TG-040221

DOCKET NO. TG-040248

DOCKET NO. TG-040553

**PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S RESPONSE TO
BENCH REQUEST NO. 01**

Pursuant to Bench Request No. 01, Protestant Stericycle of Washington, Inc. provides the following information:

1. The three form Service Agreements marked as Exhibit 83 were in use between approximately July 2002 and the present. The first of these form agreements (Ex. 83A attached)

and the third form agreement (Ex. 83C attached) are identical. This is the form currently in use. The second form agreement (Ex. 83B attached) was in use from approximately July 2002 but was replaced after 2-3 months by the current form which added explicit reference to the waste acceptance protocol just above the customer signature line.

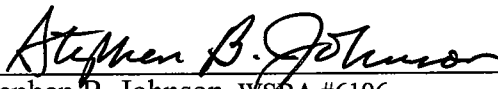
2. Exhibit 84 (attached) was in use between approximately January 2002 and June 2002.

3. Exhibit 85 (attached) was in use between approximately January 2000 and December 2001.

DATED this 14th day of October, 2004.

Respectfully submitted,

GARVEY SCHUBERT BARER

By 
Stephen B. Johnson, WSBA #6196
Charles L. Cottrell, WSBA #31984
Attorneys for Protestant Stericycle of
Washington, Inc.

1191 Second Avenue, 18th Floor
Seattle, WA 98101
206-464-3939
Direct: 206-816-1385
Fax: 206-464-0125
Email: sjohnson@gsblaw.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the persons and entities listed below by electronically transmitting this document in PDF format to the e-mail address for each person shown below and that, in addition, I have this day deposited a copy of said document to be served via the U.S. Mail, postage prepaid.

PROTESTANT STERICYCLE OF WASHINGTON, INC.'S RESPONSE TO BENCH REQUEST NO. 01

For Kleen Environmental:

Greg Haffner
Curran Mendoza
555 W. Smith Street
Kent, WA 98035
Fax: 253-852-2040
Email: gwh@curranmendoza.com

*For WRRRA, LeMay, Rubatino and
Consolidated:*

James K. Sells
Ryan Sells Uptegraft, Inc.
9657 Levin Road N.W., Suite 240
Silverdale, WA 98383
Fax: 206-360-307-8865
Email: jimsells@rsulaw.com

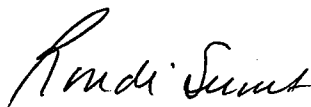
For Commission Staff:

Greg Trautman, Asst. Attorney General
1400 S. Evergreen Park Drive S.W.
P.O. Box 40128
Olympia, WA 98504-0128
fax: 360-586-5522
Email: Gtrautma@wutc.wa.gov

Carole Washburn, Executive Secretary

WUTC
P.O. Box 47250
1300 S. Evergreen Park Dr. SW
Olympia, WA 98504
Email: records@wutc.wa.gov

DATED at Seattle, WA this 14th day of October, 2004



Rondi Susort



Exh 83A

**SERVICE AGREEMENT FOR
WASHINGTON STATE CUSTOMERS ONLY**

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Contact Name: _____

ROUTE # _____ **SEG CODE** _____ **SERVICE AREA SEATTLE**

CONTAINER CODE _____ **SIZE (GALLONS)** _____ **QTY** _____

PICKUP FREQUENCY _____ **EVERY** _____ **WEEKS**

Service Description: Medical Waste transportation, treatment, and disposal.
Rate Structure: PER CURRENT WUTC TARIFF
 (Tariff rates include: minimum monthly fee of \$10 and minimum stop fee of \$20)

Date of Service Agreement: _____

**Special Instructions on
manifest
Cycle begin date**

Stericycle, Inc.:
 Name of Stericycle Contracting Entity
 Stericycle of Washington
 20320 80th Ave S, Kent, WA 98032

Customer:
 By signing below the customer has read and agreed to the terms listed on the two pages of this document as well as the Waste Acceptance Policy (Appendix A-2 pages)

Signature: _____ Signature: _____

Name Printed: Jeff Norton Name Printed: _____

Title: Major Account Executive Title: _____

TERMS AND CONDITIONS

Article I Biomedical Waste Services Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-86-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.



Customer is solely responsible for properly segregating, packaging and labeling Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Stericycle. Customer also agrees that all containers supplied to Customer by Stericycle shall be collected and disposed of only by Stericycle or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Stericycle reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Non-Conforming Waste. No containers will be picked up that are improperly packaged or labeled or that are wet or leaking. Weight limits for containers are as follows: all cardboard boxes=40 lbs.; 10-gallon tubs = 35 lbs.; 20, and 21 gallon reusable tubs= 50 lbs., 28, 40, and 48 gallon reusable tubs = 60 lbs. Overweight/Improperly Packaged materials are charged in accordance with current WUTC tariff. Pathology Wastes defined as Human Surgical Specimens, tissues, organs, placentas, and limbs, etc and Trace Chemotherapy wastes defined as sharps, syringes, IV tubing/bags/bottles/vials and other discarded contaminated items generated in the preparation and administration of cytotoxic/antineoplastic drugs. Only empty container/bags/syringes are acceptable (3% or less original compound volume)—these wastes must be packaged separately as listed in Stericycle's current Washington Utilities and Transportation Commission (WUTC) tariff.

Article II Term and Payment for Service. This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law.

Article III Title Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

Article IV Liability for Equipment Customer acknowledges that it has the care, custody and control of containers and other equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Therefore, Customer expressly 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.

Article V Force Majeure Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

Article VI Assignment This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

Article VIII Insurance Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

Article IX Provision of Services and Payment for services- Stericycle shall provide the services specified in its tariff as filed with the Washington Utilities and Transportation Commission (WUTC). Generator will pay for these services at the rates specified in the Tariff, as amended from time to time, and on the terms stated in Stericycle's invoices. In addition: (a) Generator shall grant Stericycle safe and unobstructed access to its premises to permit Stericycle to perform its obligations under this Agreement. (b) If Stericycle determines that a shipment contains materials other than Medical Waste and/or materials that Stericycle is not authorized to receive, Stericycle may reject the shipment. Stericycle may assist Generator in the safe disposal of such materials but Generator shall bear all responsibility for such disposal. (c) Medical Waste shall become the property of Stericycle, subject to applicable laws governing such material, upon treatment by Stericycle. (d) Stericycle shall maintain all necessary permits and other authorization required for it to perform its obligations under this agreement. (e) Under this agreement, the actual price of any and all sharps containers purchased by the customer through Stericycle are not price protected for the term of this agreement.

Article X Indemnity Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Stericycle's property, and injuries or death to person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

Article XII Notices Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

Article XIII Independent Contractor Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint venturers, or partners of Customer.

Article XIV Amendment and Waiver Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

Article XV Entire Agreement This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof



WASTE ACCEPTANCE POLICY (APPENDIX A)

INTRODUCTION

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.

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 pharmaceuticals, waste containing mercury or other heavy metals, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal EPA Regulations. Stericycle cannot accept these excluded materials. In addition, Stericycle cannot accept bulk liquids or chemotherapy waste, radioactive materials, fetal remains, or human torsos. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Please contact your local representative for details and packaging specifications.

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. All Stericycle customers are provided with packaging instructions which describe the packaging, maximum weights, proper sealing/closure of inner bags and outer containers and proper packaging of sharps. These instructions are designed to comply with the packaging requirements of 49 CFR 173.197, which require that waste be packaged in a container that is 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; 6) puncture resistant for sharps and sharps with residual fluids; and 7) break-resistant and tightly lidded or stoppered for fluids in quantities greater than 20 cubic centimeters. Waste identified as cultures and stocks must conform to appropriate DOT PG II packaging requirements.

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulations, and company policy Stericycle employees may refuse containers that are: non-conforming as to their contents, unacceptably or improperly packaged, leaking, damaged or likely to create risk of exposure to employees and/or the general public. Proper segregation and packaging is essential to compliant and safe handling and transportation of regulated medical waste.



STERICYCLE WASTE ACCEPTANCE POLICY CHECKLIST

Accepted Waste:

- Sharps**
(Needles and syringes, scalpel blades, glass pipettes, slides, etc.)
- Laboratory Wastes**
(Cultures and stocks of Biohazard Level 1, 2, and 3 infectious agents, test tubes)
- Contaminated Disposal Material, Equipment, and Instruments**
(Includes but is not limited to: blood administration sets, drainage collection devices, disposal gloves and gowns, dressings)
- Dialysis Tubing and filters**
(Dialyders)
- Blood, Blood Products, Body Fluids**

Accepted Waste Which Must Be Identified And Segregated For Incineration

- Trace-contaminated Chemotherapy Waste**
Empty drug vials, syringes and needles, spill kits, IV tubing and bags contaminated gloves and gowns, and related materials as defined in Federal and state standards
Consult Stericycle Representative for specific exceptions
- Pathological Waste**
Human or animal body parts, organs, tissues and surgical specimen (exclusive of formaldehyde or other preservative)

Waste NOT Accepted By Stericycle

- Pharmaceutical Waste**
Must be characterized and certified as non-RCRA hazardous material by generator.
Additional packaging and protocols apply. See Stericycle Representative for details.
- Chemicals**
Formaldehyde, acids, alcohol, waste oil, solvents, reagents, fixer developer, etc.
- Hazardous Waste**
Drums or other containers with a hazard warning symbol, batteries, heavy metals, etc.
- Radioactive Waste**
Any container with a radioactivity level that exceeds regulatory or permitted limit; lead-containing materials
- Complete Human Remains**
(Cadavers, complete torso, etc.)
- Bulk Chemotherapy Waste**
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans**
- Glass Thermometers, Sphygmomanometers, and Other Medical Devices or Solutions Containing Mercury**

Additional waste acceptance policies may apply based on state or permit specific requirements. Please refer to your local Stericycle Representative for additional information. For additional information on container and labeling requirements contact our Stericycle Customer Service location.

Exh 83B



**SERVICE AGREEMENT FOR
WASHINGTON STATE CUSTOMERS ONLY**

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Contact Name: _____

ROUTE # _____ SEG CODE _____ SERVICE AREA SEATTLE SPOKANE

CONTAINER CODE _____ SIZE (GALLONS) _____ QTY _____

PICKUP FREQUENCY EVERY WEEKS

Service Description: Medical Waste transportation, treatment, and disposal.

Rate Structure: PER CURRENT WUTC TARIFF
(Tariff rates include: minimum monthly fee of \$10 and minimum stop fee of \$20)

Date of Service Agreement: _____

**Special Instructions on
manifest
Cycle begin date**

M-F 8-5

Stericycle, Inc.:
Name of Stericycle Contracting Entity
Stericycle of Washington
20320 80th Ave S, Kent, WA 98032

Customer:
By signing below the customer has read
and agreed to the terms listed on the
two pages of this document.

Signature: _____ Signature: _____

Name Printed: _____ Name Printed: _____

Title: _____ Title: _____

TERMS AND CONDITIONS

Article I Biomedical Waste Services Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-36-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.

EXH 83B

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Article II Term and Payment for Service. This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law. This agreement shall be automatically renewed for successive terms equal to original terms of this agreement unless either party has notified the other party in writing, per commencing on the relevant renewal date of its desire to terminate this Agreement. Each such automatic renewal shall be for the original term of this agreement, commencing on the relevant renewal date and ending at the completion of the relevant renewal term. All automatic renewals shall be subject to the same terms and conditions as the original agreement. Stericycle shall provide Customer with monthly invoices that are due upon receipt. Customer agrees to pay a late charge on any accounts that are more than 30 days old, at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law.

Article III Title Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

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Article V Force Majeure Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

Article VI Assignment This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

Article VIII Insurance Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

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Article X Indemnity Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Stericycle's property, and injuries or death to person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

Article XII Notices Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

Article XIII Independent Contractor Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint ventures, or partners of Customer.

Article XIV Amendment and Waiver Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

Article XV Entire Agreement This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof



WASTE ACCEPTANCE POLICY (APPENDIX A)

INTRODUCTION

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.

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 pharmaceuticals, waste containing mercury or other heavy metals, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal EPA Regulations. Stericycle cannot accept these excluded materials. In addition, Stericycle cannot accept bulk liquids or chemotherapy waste, radioactive materials, fetal remains, or human torsos. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Please contact your local representative for details and packaging specifications.

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. All Stericycle customers are provided with packaging instructions which describe the packaging, maximum weights, proper sealing/closure of inner bags and outer containers and proper packaging of sharps. These instructions are designed to comply with the packaging requirements of 49 CFR 173.197, which require that waste be packaged in a container that is 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; 6) puncture resistant for sharps and sharps with residual fluids; and 7) break-resistant and tightly lidded or stoppered for fluids in quantities greater than 20 cubic centimeters. Waste identified as cultures and stocks must conform to appropriate DOT PG II packaging requirements.

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulations, and company policy Stericycle employees may refuse containers that are: non-conforming as to their contents, unacceptably or improperly packaged, leaking, damaged or likely to create risk of exposure to employees and/or the general public. Proper segregation and packaging is essential to compliant and safe handling and transportation of regulated medical waste.



STERICYCLE WASTE ACCEPTANCE POLICY CHECKLIST

Accepted Waste:

- Sharps**
(Needles and syringes, scalpel blades, glass pipettes, slides, etc.)
- Laboratory Wastes**
(Cultures and stocks of Biohazard Level 1, 2, and 3 infectious agents, test tubes)
- Contaminated Disposal Material, Equipment, and Instruments**
(Includes but is not limited to: blood administration sets, drainage collection devices, disposal gloves and gowns, dressings)
- Dialysis Tubing and filters**
(Dialyders)
- Blood, Blood Products, Body Fluids**

Accepted Waste Which Must Be Identified And Segregated For Incineration

- Trace-contaminated Chemotherapy Waste**
Empty drug vials, syringes and needles, spill kits, IV tubing and bags contaminated gloves and gowns, and related materials as defined in Federal and state standards
Consult Stericycle Representative for specific exceptions
- Pathological Waste**
Human or animal body parts, organs, tissues and surgical specimen (exclusive of formaldehyde or other preservative)

Waste NOT Accepted By Stericycle

- Pharmaceutical Waste**
Must be characterized and certified as non-RCRA hazardous material by generator. Additional packaging and protocols apply. See Stericycle Representative for details.
- Chemicals**
Formaldehyde, acids, alcohol, waste oil, solvents, reagents, fixer developer, etc.
- Hazardous Waste**
Drums or other containers with a hazard warning symbol, batteries, heavy metals, etc.
- Radioactive Waste**
Any container with a radioactivity level that exceeds regulatory or permitted limit; lead-containing materials
- Complete Human Remains**
(Cadavers, complete torso, etc.)
- Bulk Chemotherapy Waste**
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans**
- Glass Thermometers, Sphygmomanometers, and Other Medical Devices or Solutions Containing Mercury**

Additional waste acceptance policies may apply based on state or permit specific requirements. Please refer to your local Stericycle Representative for additional information. For additional information on container and labeling requirements contact our Stericycle Customer Service location.

Exh 83C



Stericycle®

SERVICE AGREEMENT FOR WASHINGTON STATE CUSTOMERS ONLY

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Contact Name: _____

ROUTE # _____ SEG CODE _____ SERVICE AREA SEATTLE

CONTAINER CODE _____ SIZE (GALLONS) _____ QTY _____

PICKUP FREQUENCY once EVERY _____ WEEKS

Service Description: Medical Waste transportation, treatment, and disposal.

Rate Structure: PER CURRENT WUTC TARIFF (Tariff rates include: minimum monthly fee of \$10 and minimum stop fee of \$20)

Date of Service Agreement: _____

Special Instructions on manifest Cycle begin date

Stericycle, Inc.: Name of Stericycle Contracting Entity Stericycle of Washington 20320 80th Ave S, Kent, WA 98032

Customer: By signing below the customer has read and agreed to the terms listed on the two pages of this document as well as the Waste Acceptance Policy (Appendix A-2 pages)

Signature: _____ Signature: _____

Name Printed: Jeff Norton Name Printed: _____

Title: Major Account Executive Title: _____

TERMS AND CONDITIONS

Article I Biomedical Waste Services Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-86-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.



Customer is solely responsible for properly segregating, packaging and labeling Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Stericycle. Customer also agrees that all containers supplied to Customer by Stericycle shall be collected and disposed of only by Stericycle or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Stericycle reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Non-Conforming Waste. No containers will be picked up that are improperly packaged or labeled or that are wet or leaking. Weight limits for containers are as follows: all cardboard boxes=40 lbs.; 10-gallon tubs = 35 lbs.; 20, and 21 gallon reusable tubs= 50 lbs., 28, 40, and 48 gallon reusable tubs = 60 lbs. Overweight/Improperly Packaged materials are charged in accordance with current WUTC tariff. Pathology Wastes defined as Human Surgical Specimens, tissues, organs, placentas, and limbs, etc and Trace Chemotherapy wastes defined as sharps, syringes, IV tubing/bags/bottles/vials and other discarded contaminated items generated in the preparation and administration of cytotoxic/antineoplastic drugs. Only empty container/bags/syringes are acceptable (3% or less original compound volume)-these wastes must be packaged separately as listed in Stericycle's current Washington Utilities and Transportation Commission (WUTC) tariff.

Article II Term and Payment for Service. This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law.

Article III Title Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

Article IV Liability for Equipment Customer acknowledges that it has the care, custody and control of containers and other equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Therefore, Customer expressly 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.

Article V Force Majeure Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

Article VI Assignment This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

Article VIII Insurance Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

Article IX Provision of Services and Payment for services- Stericycle shall provide the services specified in its tariff as filed with the Washington Utilities and Transportation Commission (WUTC). Generator will pay for these services at the rates specified in the Tariff, as amended from time to time, and on the terms stated in Stericycle's invoices. In addition: (a) Generator shall grant Stericycle safe and unobstructed access to its premises to permit Stericycle to perform its obligations under this Agreement. (b) If Stericycle determines that a shipment contains materials other than Medical Waste and/or materials that Stericycle is not authorized to receive, Stericycle may reject the shipment. Stericycle may assist Generator in the safe disposal of such materials but Generator shall bear all responsibility for such disposal. (c) Medical Waste shall become the property of Stericycle, subject to applicable laws governing such material, upon treatment by Stericycle. (d) Stericycle shall maintain all necessary permits and other authorization required for it to perform its obligations under this agreement. (e) Under this agreement, the actual price of any and all sharps containers purchased by the customer through Stericycle are not price protected for the term of this agreement.

Article X Indemnity Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Stericycle's property, and injuries or death to person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

Article XII Notices Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

Article XIII Independent Contractor Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint venturers, or partners of Customer.

Article XIV Amendment and Waiver Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

Article XV Entire Agreement This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof



WASTE ACCEPTANCE POLICY (APPENDIX A)

INTRODUCTION

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.

REGULATED MEDICAL WASTE

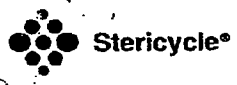
Stericycle accepts medical waste generated in a broad range of medical diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** pharmaceuticals, waste containing mercury or other heavy metals, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal EPA Regulations. Stericycle **cannot accept** these excluded materials. In addition, Stericycle **cannot accept** bulk liquids or chemotherapy waste, radioactive materials, fetal remains, or human torsos. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Please contact your local representative for details and packaging specifications.

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. All Stericycle customers are provided with packaging instructions which describe the packaging, maximum weights, proper sealing/closure of inner bags and outer containers and proper packaging of sharps. These instructions are designed to comply with the packaging requirements of 49 CFR 173.197, which require that waste be packaged in a container that is 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; 6) puncture resistant for sharps and sharps with residual fluids; and 7) break-resistant and tightly lidded or stoppered for fluids in quantities greater than 20 cubic centimeters. Waste identified as cultures and stocks must conform to appropriate DOT PG II packaging requirements.

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulations, and company policy Stericycle employees may refuse containers that are: non-conforming as to their contents, unacceptably or improperly packaged, leaking, damaged or likely to create risk of exposure to employees and/or the general public. Proper segregation and packaging is essential to compliant and safe handling and transportation of regulated medical waste.



STERICYCLE WASTE ACCEPTANCE POLICY CHECKLIST

Accepted Waste:

- Sharps**
(Needles and syringes, scalpel blades, glass pipettes, slides, etc.)
- Laboratory Wastes**
(Cultures and stocks of Biohazard Level 1, 2, and 3 infectious agents, test tubes)
- Contaminated Disposal Material, Equipment, and Instruments**
(Includes but is not limited to: blood administration sets, drainage collection devices, disposal gloves and gowns, dressings)
- Dialysis Tubing and filters**
(Dialyders)
- Blood, Blood Products, Body Fluids**

Accepted Waste Which Must Be Identified And Segregated For Incineration

- Trace-contaminated Chemotherapy Waste**
Empty drug vials, syringes and needles, spill kits, IV tubing and bags contaminated gloves and gowns, and related materials as defined in Federal and state standards
Consult Stericycle Representative for specific exceptions
- Pathological Waste**
Human or animal body parts, organs, tissues and surgical specimen (exclusive of formaldehyde or other preservative)

Waste NOT Accepted By Stericycle

- Pharmaceutical Waste**
Must be characterized and certified as non-RCRA hazardous material by generator.
Additional packaging and protocols apply. See Stericycle Representative for details.
- Chemicals**
Formaldehyde, acids, alcohol, waste oil, solvents, reagents, fixer developer, etc.
- Hazardous Waste**
Drums or other containers with a hazard warning symbol, batteries, heavy metals, etc.
- Radioactive Waste**
Any container with a radioactivity level that exceeds regulatory or permitted limit; lead-containing materials
- Complete Human Remains**
(Cadavers, complete torso, etc.)
- Bulk Chemotherapy Waste**
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans**
- Glass Thermometers, Sphygmomanometers, and Other Medical Devices or Solutions Containing Mercury**

Additional waste acceptance policies may apply based on state or permit specific requirements. Please refer to your local Stericycle Representative for additional information. For additional information on container and labeling requirements contact our Stericycle Customer Service location.

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Stericycle, Inc Biomedical Waste Service Contract-Washington State

Customer Name and Address: _____ **Billing Name and Address (if different from Customer Name and Address):** _____

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Contact Name: _____

ROUTE # _____ **SEG CODE** _____ **SERVICE AREA SPOKANE SEATTLE**

CONTAINER CODE _____ **SIZE (GALLONS)** _____ **QTY** _____

PICKUP FREQUENCY _____ **EVERY** _____ **WEEKS** _____

Service Description: Medical Waste transportation, treatment, and disposal.

Rate Structure: PER CURRENT WUTC TARIFF.
Includes \$10.00 Minimum Monthly Fee

**Special Instructions on
manifest
Cycle begin date**

Date of Service Agreement: _____

Stericycle, Inc.:
Name of Stericycle Contracting Entity
Stericycle of Washington
20320 80th Ave S, Kent, WA 98032

Customer:
By signing below the customer has read and agreed to the terms listed on the two pages of this document.

Signature: _____ **Signature:** _____

Name Printed: _____ **Name Printed:** _____

Title: _____ **Title:** _____

TERMS AND CONDITIONS

Article I **Biomedical Waste Services** Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-96-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be "empty" as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.

Customer is solely responsible for properly segregating, packaging and labeling Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Stericycle. Customer also agrees that all containers supplied to Customer by Stericycle shall be collected and disposed of only by Stericycle or its

Exh 84

designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Stericycle reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Non-Conforming Waste. No containers will be picked up that are improperly packaged or labeled or that are wet or leaking.

Article II Term and Payment for Service. This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law. This agreement shall be automatically renewed for successive terms equal to original terms of this agreement unless either party has notified the other party in writing, per applicable law, prior to any such renewal date of its desire to terminate this Agreement. Each such automatic renewal shall be for the original term of this agreement, commencing on the relevant renewal date and ending at the completion of the relevant renewal term. All automatic renewals shall be subject to the same terms and conditions as the original agreement.

Article III Title Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

Article IV Liability for Equipment Customer acknowledges that it has the care, custody and control of containers and other equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Therefore, Customer expressly 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.

Article V Force Majeure Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

Article VI Assignment This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

Article VIII Insurance Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

Article IX Provision of Services and Payment for services- Stericycle shall provide the services specified in its tariff as filed with the Washington Utilities and Transportation Commission (WUTC). Generator will pay for these services at the rates specified in the Tariff, as amended from time to time, and on the terms stated in Stericycle's invoices. In addition: (a) Generator shall grant Stericycle safe and unobstructed access to its premises to permit Stericycle to perform its obligations under this Agreement. (b) If Stericycle determines that a shipment contains materials other than Medical Waste and/or materials that Stericycle is not authorized to receive, Stericycle may reject the shipment. Stericycle may assist Generator in the safe disposal of such materials but Generator shall bear all responsibility for such disposal. (c) Medical Waste shall become the property of Stericycle, subject to applicable laws governing such material, upon treatment by Stericycle. (d) Stericycle shall maintain all necessary permits and other authorization required for it to perform its obligations under this agreement. (e) Under this agreement, the actual price of any and all sharps containers purchased by the customer through Stericycle are not price protected for the term of this agreement.

Article X Indemnity Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Stericycle's property, and injuries or death to person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyzes and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

Article XII Notices Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

Article XIII Independent Contractor Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint venturers, or partners of Customer.

Article XIV Amendment and Waiver Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

Exh 84

Stericycle, Inc Biomedical Waste Service Contract-Washington State

Article XV Entire Agreement This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof

STERICYCLE OF WASHINGTON BIOMEDICAL WASTE SERVICES AGREEMENT

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Contact Name: _____

ROUTE # _____ SEG CODE _____ SERVICE AREA (circle one) SEATTLE PORTLAND SPOKANE

CONTAINER CODE _____ SIZE (GALLONS) _____ QTY _____

CONTAINER CODE _____ SIZE (GALLONS) _____ QTY _____

PICKUP FREQUENCY _____ EVERY _____ WEEKS

Service Description: Medical Waste transportation, treatment, and disposal

Rate Structure:

Date of Service Agreement: _____

Stericycle, Inc.:

Customer:

Name of Stericycle Contracting Entity
Stericycle of Washington, 20320 80th Ave S, Kent, WA 98032

Signature: _____

Signature: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

Special Instructions on manifest

TERMS AND CONDITIONS

Article I Biomedical Waste Services Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-86-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.

Customer is solely responsible for properly segregating, packaging and labeling Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Stericycle. Customer also agrees that all containers supplied to Customer by Stericycle shall be collected and disposed of only by Stericycle or its designated

representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Stericycle reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Non-Conforming Waste. No containers will be picked up that are improperly packaged or labeled or that are wet or leaking.

Article II Term and Payment for Service. This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law. This agreement shall be automatically renewed for successive terms equal to original terms of this agreement unless either party has notified the other party in writing, per applicable law, prior to any such renewal date of its desire to terminate this Agreement. Each such automatic renewal shall be for the original term of this agreement, commencing on the relevant renewal date and ending at the completion of the relevant renewal term. All automatic renewals shall be subject to the same terms and conditions as the original agreement.

Article III Title Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

Article IV Liability for Equipment Customer acknowledges that it has the care, custody and control of containers and other equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Therefore, Customer expressly 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.

Article V Force Majeure Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

Article VI Assignment This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

Article VIII Insurance Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

Article IX Provision of Services and Payment for services- Stericycle shall provide the services specified in its tariff as filed with the Washington Utilities and Transportation Commission (WUTC). Generator will pay for these services at the rates specified in the Tariff, as amended from time to time, and on the terms stated in Stericycle's invoices. In addition: (a) Generator shall grant Stericycle safe and unobstructed access to its premises to permit Stericycle to perform its obligations under this Agreement. (b) If Stericycle determines that a shipment contains materials other than Medical Waste and/or materials that Stericycle is not authorized to receive, Stericycle may reject the shipment. Stericycle may assist Generator in the safe disposal of such materials but Generator shall bear all responsibility for such disposal. (c) Medical Waste shall become the property of Stericycle, subject to applicable laws governing such material, upon treatment by Stericycle. (d) Stericycle shall maintain all necessary permits and other authorization required for it to perform its obligations under this agreement. (e) Under this agreement, the actual price of any and all sharps containers purchased by the customer through Stericycle are not price protected for the term of this agreement.

Article X Indemnity Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Stericycle's property, and injuries to or death of person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

Article XII Notices Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

Article XIII Independent Contractor Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint venturers, or partners of Customer.

Article XIV Amendment and Waiver Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

Article XV Entire Agreement This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof