



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

May 3, 2016

Mr. Dan Woodall
Stericycle, Inc.
4010 Commercial Ave
Northbrook, Illinois 60062

RE: Hazardous Drug Disposal Agreement for the Disposal of Medical Waste and Fixer/Developer from the Baldwin County Corrections Center

Dear Mr. Woodall:

The Baldwin County Commission, during its regularly scheduled meeting held on May 3, 2016, approved the *Hazardous Drug Disposal Service Agreement* with Stericycle for the disposal of medical waste and fixer/developer from the Baldwin County Corrections Center. The *Service Agreement* commenced on May 1, 2016, and terminates on April 30, 2017, or upon written notification of termination by either party within the required sixty (60) day period.

Please find enclosed a **fully executed copy** of the *Service Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or Sheriff Huey Hoss Mack, at (251) 937-0210.

Sincerely,

TUCKER DORSEY, Chairman
Baldwin County Commission

TD/met Item BF1

cc: Sheriff Huey Hoss Mack
Connie Dudgeon

ENCLOSURE



SERVICE AGREEMENT: Hazardous Drug Disposal Service

Account/Site #4030371-001

Service Address

Customer: Baldwin County Jail
 Address 1: 200 Hand Ave
 Address 2: _____
 City/State/Zip: Bay Minette, AL 365074544
 Phone #: (251) 580-2529
 E-Mail: cdudgeon@baldwincountyal.gov
 Sales Rep: Dan Woodall

Billing Address

Name: Baldwin County Commission
 Address 1: 312 Courthouse Sq
 Address 2: Ste 11
 City/State/Zip: Bay Minette, AL 365074809
 Phone #: (251) 937-0282 2244
 Fax #: 0
 Generator ID #: _____

COMPLIANCE PORTAL 24x7 on MyStericycle.com



HAZARDOUS DRUG DISPOSAL SERVICE (HDDS) BENEFITS

- Flexible scheduling based on your HDDS pick-up needs
- Professional drivers with specialized training in transporting hazardous waste
- Hazardous waste manifests for all shipments as required by DOT
- Specially designed containers that meet state and federal regulations
- Guides, checklists and comprehensive waste segregation training reinforce proper handling procedures to ensure your team is knowledgeable about handling pharmaceuticals
- No set-up fee. Service includes RCRA containers, waste analysis & profiling, and waste segregation training*

CATEGORY	FREQUENCY (STOPS/YR)	MAX YEARLY CONTAINERS	\$/EA ADD'L STOP	\$/EA ADD'L CONTAINER
Hazardous Drug Disposal	6	13	\$700.00	\$200.00

- All pick-ups are based on an 'on-call' schedule.
- All fees are represented as 'flat monthly fees' except the 'additional usage fees' which are based on the transaction.
- The 'maximum allowable containers per year' are for any combination of compatible and/or incompatible wastes.
- Incompatible wastes are typically segregated into 2 gallon containers, and must be segregated from compatible waste and other incompatible waste streams.
- P-listed waste should be segregated into 1.5 quart containers and then overpacked into a 2, 8, or 18 gallon container. The 1.5 quart container does not count towards the customer's annual allotment.
- * All HDDS customers will receive online access to MyStericycle.com in order to review proper pharmaceutical waste segregation practices and service details.

MONTHLY SERVICE FEE: \$349.00

Billing Schedule: Monthly
 Contract Effective Date: 6-1-2016

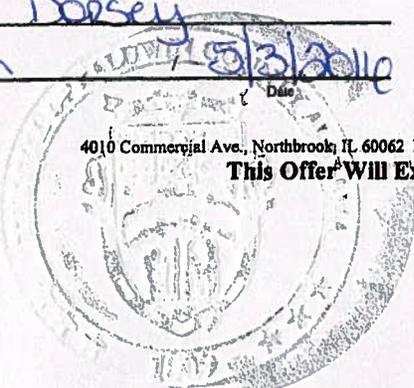
Stericycle will not accept improperly identified or unidentified wastes. If the material is improperly identified or is not Conforming Waste, a \$500.00 rejection fee may apply.

The rates listed above include containers furnished by Stericycle for the proper management of designated wastes. Should these containers be misused, misplaced or require replacement (for any reason other than disposal of hazardous pharmaceuticals via Stericycle), Stericycle at its discretion, may charge a container replacement fee.

By signing below, I acknowledge that I am Customer's authorized officer or agent and have the authority to bind Customer to this Agreement. Customer agrees to be bound by the Terms and Conditions hereof including the Supplementary Definitions.

Customer Tom Dorsey
 Signature _____
 Name (Please Print) Tucker Dorsey
 Title Chairman
 Date 5/28/2016

Stericycle, Inc.
 Signature _____
 Name (Please Print) Dan Woodall
 Title CSS
 Date 4/28/2016



4010 Commercial Ave., Northbrook, IL 60062 Phone: P (847) 943-6459 Fax: F (888) 599-0729

This Offer Will Expire On: 5-5-2016

Terms and Conditions

36 months to month

Initials
[Signature]

This Service Agreement ("Agreement") between Customer and Stericycle, Inc ("Stericycle") shall be for a term of 36 months ("Initial Term") and shall apply to all goods ("Supplies") and services provided by Stericycle to Customer at the Service Location(s) provided on page 1 to this Agreement or Schedule B, if attached and shall automatically renew for successive terms equal to the Initial Term unless either of the Parties has given written notice of termination at least 60 days prior to termination of the Initial Term or any successive term. Customer's Waste Profile(s), analytical testing, MSDS(s), reports of process generating waste, proposals and other information provided are hereby incorporated and Customer authorizes Stericycle to act as an authorized representative of Customer solely for the purpose of executing hazardous waste related regulatory documentation as may be required for each location serviced by Stericycle. Further, Stericycle is also authorized to perform hazardous waste determinations as required by 40 CFR 262.11 (and applicable State regulations) and to sign the waste characterization report documenting these determinations. Customer understands that all items to be transported are to be offered in accordance with the requirements of 49 CFR subparts 100-185 or Customer agrees to pay Overpack or added labor charges, as necessary, to conform to these requirements. Items offered for transportation must be free of Hazardous residue on external surfaces and be properly segregated to meet U.S. Department of Transportation requirements. All Terms and Conditions, except item 1 below, shall survive this Agreement's termination.

Initials
[Signature]

1. Customer agrees that while this Agreement is in effect, Stericycle has the exclusive right to provide: (a) the Supplies and service(s) described in Schedule A, and (b) all other Supplies and services provided to Customer by Stericycle during the time beginning with the Agreement Effective Date until this Agreement is terminated.

Initials
[Signature]

2. If Customer breaches this Agreement by terminating Stericycle's service prior to the expiration of its Term or any Extension Term, or in any other way violates this agreement in such a way that Stericycle's continued performance is rendered impossible or commercially impracticable, then, in addition to any rights and remedies Stericycle may have at law or in equity, Stericycle shall be entitled to collect from Customer an amount in liquidated damages equal to fifty (50) percent of Customer's average charge on a monthly basis based on the twelve (12) months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) multiplied by the number of months remaining until the expiration date of the Term or Extension Term.

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Customer hereby acknowledges that Stericycle's damages resulting from the premature termination of collections are impossible of estimation and include lost profits, inefficiencies resulting from route changes, increased administrative overhead, unrecoverable sunk training/instruction costs and other elements of injury, and acknowledges further that the foregoing charge is reasonable and is not a penalty.

3. Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or to otherwise address cost escalation. Stericycle may charge Customer a fee to cover its administrative costs in the event that Customer changes its service requirements during the Term or Extension Term.

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

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

6. Health Insurance Portability and Accountability Act (HIPAA): This agreement in no way implicates the operation or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) nor any subsequent updates, and the Parties are not Business Associates of one another as defined therein.

7. Stericycle shall provide Customer with monthly, quarterly, or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for

more than 30 days from the date of the debt's first invoice, Stericycle shall have the option, without notice to the Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid.

8. Customer will provide Stericycle with complete and accurate Profile Sheet(s), Waste Characterization Form(s) and other Waste Characterization Data to assure accurate Waste Characterizations. Customer shall tender to SRCL only fully Conforming Waste and follow all applicable Laws in storing, handling, treating, segregating, labelling, securing, manifesting, and inspecting such Waste and in preparing and maintaining records relating to that Waste. Customer will provide Stericycle advance notice of any changes in the ingredients of, character of, substances contained in or processes involved in generating any Waste for which Services are performed, and Customer shall conduct a new Waste Characterization and provide Stericycle with revised Waste Characterization Data before tendering such Waste to Stericycle for Services. The parties agree Hazardous Drug Disposal Service shall not include collection, transportation, treatment or disposal of controlled substances listed under the Drug Enforcement Administration and Customer shall not provide such items as part of its waste for collection by Stericycle.

9. Indemnification. Stericycle will indemnify, defend and hold Customer, its directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, claims, suits, fines, penalties, costs and expenses (including legal fees and expenses), including but not limited to environmental remediation and response costs (collectively, "Damages"), caused by or arising from Stericycle's breach of this Agreement (except to the extent Damages are caused by or arise from the intentional misconduct, negligence or other fault of Customer, and except to the extent Damages relate to Nonconforming Waste or Waste to which Stericycle does not hold title to or bear the risk of loss for under this Agreement). Customer will indemnify, defend and hold Stericycle, its directors, officers, employees, agents and Contractors harmless from and against any and all Damages caused by or arising from Customer's intentional misconduct, negligence or other fault, its breach of this Agreement, its Nonconforming Waste, or any Waste originating from Customer or its locations for which Stericycle does not hold title to or bear the risk of loss for under this Agreement.

10. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

11. Title and Risk of Loss to Conforming Waste: Title and Risk of Loss to Conforming Waste (excluding Waste that is land disposed or land applied) shall be vested in Stericycle at such a time as it is loaded onto vehicle(s) of Stericycle or Stericycle's Subcontractor(s) until such a time that Stericycle or Stericycle's Subcontractor(s) delivers said Conforming Waste to the TSDF(s), then Title and Risk of Loss shall transfer to TSDF(s). Stericycle warrants that Stericycle shall only deliver Customer's Waste to TSDF(s) with whom Stericycle has a written contractual relationship whereby Title and Risk of Loss for Conforming Waste transfers to the TSDF(s), upon delivery, of said Conforming Waste from Stericycle or Stericycle's Subcontractor(s), to the TSDF(s).

Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste"): Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste") shall remain with Customer, until the required steps have been taken to develop i.) an accurate Waste Profile, ii.) an accurate shipping manifest(s), and iii.) accurately labeled containers, to meet Federal, state and local laws and regulations. Once all discrepancies have been resolved, and the Customer's Non-Conforming Waste is rendered Conforming Waste, Title and Risk of Loss for said Waste shall be vested in Stericycle in accordance with the terms specified under Title and Risk of Loss to Conforming Waste above. Stericycle may, solely as an accommodation to Customer, and at the Customer's sole additional expense, assist in resolving said discrepancies and/or arrange for the proper handling, storage, and transportation of such Waste in accordance with applicable Federal, state and local laws and regulations, until such a time that the Non-Conforming Waste has been rendered Conforming Waste or has been returned to the Customer or Customer's designee. Stericycle shall exert reasonable care in the storage and handling of Customer's Non-Conforming Waste.

12. The parties hereby acknowledge that they are independent contractors, and neither Stericycle nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Customer. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

13. Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request.
14. This Agreement (with exhibits) contains the entire agreement of the parties and supersedes any and all other prior and/or contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter hereof, including any individual agreements currently existing between Stericycle and Customer's facilities listed on Schedule B. Any amendment or modification to this agreement (other than as provided in Section J) must be in

- writing and signed by both parties in order to be valid and enforceable.
15. If any provision of this Agreement or any amendment or modification of this Agreement is invalid and/or otherwise unenforceable, the remaining provisions of this Agreement shall remain in effect and be so construed so as to effectuate the intent and purposes of this Agreement and any amendments and/or modifications hereto.
 16. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to the conflicts of laws or rules of any jurisdiction.
 17. The rights and remedies set forth herein are cumulative and shall be in addition to any other rights and remedies available to the parties under this Agreement or otherwise at law.

Exhibits
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Alabama

Supplementary Definitions

- **Contractor** - Any vendor hired by Customer for purchase of goods and/or services.
- **Subcontractor** - A vendor hired by Stericycle to provide goods and/or services under this Agreement.
- **Waste** - A Customer's Hazardous or Non-Hazardous material or Universal Waste that is intended for disposal, treatment, recycling or reuse.
- **Hazardous** - A material that meets the Federal definition as described in 40 CFR Part 261.3 or any applicable state or local regulations.
- **Universal Waste** - A material that meets the Federal definition as described in 40CFR Part 273 or any applicable state or local regulations.
- **Non-Hazardous** - A material that does not meet the definition of either Hazardous or Universal Waste.
- **TSDF** - Treatment, Storage, and Disposal Facilities for Hazardous Waste(s), Non-Hazardous Waste(s), Universal Waste(s) and other recyclable materials.
- **Waste Profile** - A detailed description of a Waste including its physical and chemical properties as required by rule and/or a TSDF.

- **Conforming Waste** - A Waste offered by Customer to Stericycle that matches the characteristics described by the customer prior to shipping the Waste. This description may include, but is not limited to, the applicable analytical results, Waste Profile(s), MSDS(s), Customer knowledge of Waste generating process, and/or Universal Waste specifications.
- **Overpack** - A process that includes packaging certain wastes in a larger container to meet Federal Department of Transportation (DOT) shipping and other safety requirements.
- **Incompatible** - A category of waste materials that must be segregated during handling, storage, transportation and disposal to eliminate potential chemical reactions as required by regulations and to protect public safety.
- **Compatible** - Waste materials that are not incompatible.