

**Stericycle**

Protecting People. Reducing Risk.

STERI-SAFESM Service Agreement

Service Address:		Billing Address:	
Name:	Williamson County EMS	Name:	
Address 1:	1781 E. Old Settlers Blvd., Suite 105	Address 1:	PO BOX
Address 2:		Address 2:	
City/State/Zip:	Round Rock, TX 78664	City/State/Zip:	Georgetown, TX 78627
E-Mail:	bdennis@wilco.org	E-Mail:	bdennis@wilco.org
Phone#:	(512) 943-1264	Fax#:	no fax
Sales Rep:	Benjamin Begley	GeneratorID #:	
Generated By:	Benjamin Begley	Contract Number:	SRCL-00164645

The parties agree as follows:

- 1) The Effective date of this agreement is 2-1-2010
- 2) Stericycle shall remove and dispose of Customer's Regulated Medical Waste (Hazardous Waste as applicable) subject to the terms and conditions set forth below.
- 3) Stericycle will provide additional compliance services for the prices applicable to the service program level Customer has selected below.

Services to be Provided:

STERI-SAFE w/ RMW Steri-Safe Program Level: Economy Payment Schedule: Billed Monthly (Monthly payment schedule only available for selected programs with pickup frequency greater than 13 pickups per year.) Service Frequency: 13 Per Year Additional Pickup Charge (For stops in addition to your regular schedule): \$75.00 Maximum Medical Waste Containers per Year: 52 Medical Waste Container Size: Medium Each Additional Container Charge: \$35.00	*Additional Waste Services			
	Category	Included w/Contract	Max Yearly Containers	\$/Addl. Cont.
	Non-Hazardous Drug Disposal*	NO	N/A	\$0
	Hazardous Drug Disposal*	NO	0	\$0
	Fixer/Developer*	NO	N/A	\$0
	Chemo/Path*	NO	N/A	\$0
Customer certifies that they will properly classify and segregate their waste streams and that they will not co-mingle these waste streams with any other. *Not Available in All Areas				
\$ Per Month: \$227.00				

Any additional services or products selected by Customer shall be billed separately according to current Stericycle pricing.

By signing below I acknowledge that I am Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions that appear on the second page hereof and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement. (Appendix A).

CUSTOMER: X

Name Don A. Geth Title County Judge Date 4/20/10

STERICYCLE: X

Name Benjamin Begley Title PCR Date 5/5/10

Stericycle reserves the right to deal solely with the Customer and not with any third-party agents of the customer for all purposes relating to this agreement. Customer represents and warrant to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

STERICYCLE USE ONLY

Type of Agreement: NEW Term of agreement: 60 months Promo Code:

Tax Exempt: _____ If YES, ID# _____ (Copy must accompany paperwork)

Purchase Order (if applicable): _____ from _____ to _____

SFDC Record#: 884721 Segment Code: Affiliation Code: _____

Routing Information (Operations Department): _____

Account #:

Med. Waste Container Code: Qty: 52

Special Waste Container code: _____ Qty: _____ Sharps Only? (Yes/No)

Service Area: _____ Route #: _____ Container Setup Date: ____/____/____

First Pickup (Cycle Start) Date: Mon Feb 01 00:00:00 GMT 2010

Day of Service: Service Hours:

Routing Comments:

4010 Commercial Ave., Northbrook, IL 60062 Phone: 847-943-6724 Fax: (800) 625-6930

Offer Expiration Date: 2-16-2010

Office Use Only: Code#: RX-1.0.PC-1.0.FD-1.0

STERI-SAFE^(SM) TERMS AND CONDITIONS

Account/Site # -

KG 04/27/10
WTH attached
Addendum

1. Regulated Medical Waste Services: (a) Upon the terms and conditions contained herein, Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-conforming Waste) generated by Customer during the term of this Agreement. Stericycle employees may refuse containers that are determined to be Non-conforming Waste. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in Stericycle at the time it is loaded into Stericycle's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. (c) All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202 (Manifest). (d) For purposes of this agreement, "Regulated Medical Waste" means: (i) waste or reusable material derived from medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes production and testing of biological products. Regulated medical waste is assigned to UN 3291, except for regulated medical waste containing Category A Infectious substances, which must be classified as Division 6.2 material described as an infectious substance and assigned to UN 2814 or UN2900 as appropriate; No Category A materials may be discarded in the regulated medical waste containers; (49 CFR 173.134); (ii) As defined in 29 CFR 1910.1030 and all other applicable laws, rules, regulations and guidelines; and (iii) trace chemotherapy discarded items which may have been contaminated provided that such items, including vials and syringes, shall be "empty" as defined in applicable laws, regulations and guidelines. (e) For the purposes of this agreement, "Non-Conforming Waste" means: (i) any waste or other material not falling within the definition of Regulated Medical Waste, and includes complete human remains; (ii) radioactive wastes; (iii) any listed or characteristic hazardous wastes, chemotherapeutic hazardous waste and substances as defined in any applicable laws, regulations and guidelines; (iv) pharmaceutical waste (except as allowed under Stericycle's waste acceptance policy); (v) any device, solution or waste containing mercury including dental wastes (amalgam and products, chairside traps, amalgam sludge or vacuum pumps); (vi) Improperly segregated, labeled or packaged waste, including sharps not in designated sharp containers; (vii) containers that are leaking, damaged or likely to create risk of exposure to employees or the general public; and (viii) any other material which Stericycle may not collect, transport, treat or dispose in accordance with applicable laws, regulations or guidelines. Customer shall be liable for all injuries, losses and damages that result from any Non-conforming Waste, due to packaging or contents, being collected, transported, treated or disposed by Stericycle. For further clarification see Stericycle's current Waste Acceptance Policy, which is attached hereto and incorporated herein by reference. A copy of Stericycle's Waste Acceptance Policy may be obtained from your local Stericycle representative.

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

3. Billing: Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 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 Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In the event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2(c), above), Stericycle may remove all containers belonging to it from Customer's premises and assess a \$50.00 pick up fee for such removal. Any non-compliant containers will be billed an additional container charge at the current container rate. Non-compliant containers include containers that are overweight under applicable laws or regulations or in excess of 60 pounds or containers holding Non-Conforming Waste, (including hazardous or radioactive waste or improperly packaged or labeled medical waste.)

4. Surcharge: Stericycle may also impose a surcharge in the event that Stericycle attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Regulated Medical Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly greater than average volume for similar generators shall be subject to a surcharge at the current surcharge container rate (\$35.00) at Stericycle's discretion. Stericycle will impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer consolidation of the waste of several generators under one site.

5. Liability for Equipment: Customer shall have the care, custody and control of containers and other equipment owned by Stericycle and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. Indemnification: (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate Regulated Medical Waste, Hazardous and Non-Hazardous pharmaceutical waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Stericycle. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by Customer. (b) Stericycle will indemnify and hold harmless any Customer who subscribes to a Preferred Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that Stericycle's obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or electronic materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of Stericycle to attend the inspection and to defend the Customer's bloodborne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle's satisfaction shall absolve Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Level Program and any indemnification by Stericycle to Customer pursuant to Paragraph 6(b) shall exclude any citation that includes the handling and/or management of Hazardous Pharmaceutical and Non-Hazardous pharmaceutical waste.

7. Compliance Materials: To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial use. Stericycle may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any

169 04/27/10 with attached addendum

store, package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Stericycle. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by Customer. (b) Stericycle will indemnify and hold harmless any Customer who subscribes to a Preferred Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that Stericycle's obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or electronic materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of Stericycle to attend the inspection and to defend the Customers blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle's satisfaction shall absolve Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Level Program.

7. Compliance Materials: To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial use. Stericycle may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to Stericycle by its violation of the foregoing terms as well as the difficulty in calculating economic damage to Stericycle as a result thereof and therefore agrees to pay to Stericycle the sum of \$5000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term.

8. Compliance with Laws: Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges that Stericycle has advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Stericycle's recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless for any decisions around service frequency by Customer that do not comply with state regulations. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

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

10. Excuse of Performance: Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

11. Independent Contractor: Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

12. Amendment and Waiver: Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

13. Savings Clause: In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

14. Entire Agreement: This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not unreasonably withhold.

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

16. Notices: All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth above.

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

ADDENDUM TO STERI-SAFE(SM) SERVICE AGREEMENT
CONTRACT # SRCL-00164643

This addendum forms a part of the STERI-SAFE Service Agreement (the "Agreement") and modifies the original terms and conditions of the Agreement, as noted below. The parties agree to the following modifications:

Paragraph 2 of the original terms and conditions of the Agreement shall be replaced with the following paragraph 2:

2. Term and Pricing. Subject to the provisions below, the term ("Term") of this Agreement shall be 60 months from the Effective Date. (a) This Agreement shall automatically renew for successive terms equal to the original Term (each an "Extension Term") unless either party chooses to terminate this Agreement as set forth below. All Extension Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or to otherwise address cost escalation. Stericycle may charge Customer a fee to cover its administrative costs in the event that Customer changes its service requirements or program level during the Term or Extension Term. Stericycle may change the price of any of its goods or services not covered by this Agreement at any time without notice to Customer. (c) Either party may terminate this Agreement for convenience and without cause or further liability upon sixty (60) days written notice to the other party provided the terminating party is not in breach of any of the terms and conditions of this Agreement. In the event of such termination, it is understood and agreed that only the amounts due to Stericycle for services provided and incurred to and including the date of termination, will be due and payable. (d) Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.

Paragraph 3 of the original terms and conditions of the Agreement shall be replaced with the following paragraph 3:

3. Billing. Stericycle shall provide Customer with monthly, quarterly or annual invoices. Customer's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum

of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Customer shall notify Stericycle of the discrepancy. Following Customer's notification of any discrepancy as to an invoice, Stericycle must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In the event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2 above), Stericycle may remove all containers belonging to it from Customer's premises. Any non-compliant containers will be billed an additional container charge at the current container rate. Non-compliant containers include containers that are overweight under applicable laws or regulations or in excess of 60 pounds or containers holding Non-Conforming Waste, (including hazardous or radioactive waste or improperly packaged or labeled medical waste.)

Paragraph 5 of the original terms and conditions of the Agreement shall be replaced with the following paragraph 5:

5. Liability for Equipment. Customer shall have the care, custody and control of containers and other equipment owned by Stericycle and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

Paragraph 6 of the original terms and conditions of the Agreement shall be replaced with the following paragraph 6:

6. Indemnification. (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful claim under this Paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought

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

Paragraph 7 of the original terms and conditions of the Agreement shall be replaced with the following paragraph 7:

7. Compliance Materials. To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial use. Stericycle may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to Stericycle by its violation of the foregoing terms as well as the difficulty in calculating economic damage to Stericycle as a result thereof and therefore agrees to pay to Stericycle the sum of \$5000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to

any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Paragraph 8 of the original terms and conditions of the Agreement shall be replaced with the following paragraph 8:

8. Compliance with Laws. Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges that Stericycle has advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Stericycle's recommendation. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

Paragraph 9 of the original terms and conditions of the Agreement shall be replaced with the following paragraph 9:

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

Paragraphs 12-17 of the original terms and conditions of the Agreement shall be replaced with the following paragraphs 12-20:

12. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

13. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers,

employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

14. Customer's Right to Audit. Stericycle agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Stericycle which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Stericycle agrees that Customer shall have access during normal working hours to all necessary Stericycle facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Stericycle reasonable advance notice of intended audits.

15. Appropriation of Funds by Customer. Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Stericycle understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

16. Amendment and Waiver. Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

17. Savings Clause. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

18. Entire Agreement. This Agreement (including any attachments, exhibits and amendments made in accordance with the terms of this Agreement) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld.

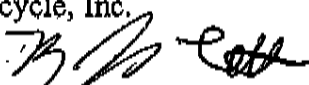
19. Notices. All required notices or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth in the Agreement.

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

ACKNOWLEDGED AND AGREED TO BY:

Stericycle, Inc.

By:



Printed Name:

Brian Lott

Date:

5/3/10

WILLIAMSON COUNTY, TEXAS

By:



Printed Name:

L. A. Gentry

Date:

05-20-2010