All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

(All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Board member desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consists of the following items)

PUBLIC NOTICE OF A SPECIAL MEETING
OF THE HOSPITAL AUTHORITY
WEDNESDAY, JUNE 10, 2026 AT 12:00 PM
CLINTON REGIONAL HOSPITAL - WEICHEL ROOM

AMENDED AGENDA

Source listing: 06/10/2026 Hospital
Original source:
http://agendas.clintonok.gov/2026/06102026HOSPITAL/CHA06102026agendaamended.htm

1. CALL TO ORDER

2. REVIEW AND APPROVAL OF CONSENT AGENDA ITEMS

    A. Approval of Minutes 5/19/2026 Special Meeting

    B. Acceptance of City of Clinton Funding Assistance for Settlement Agreement with Len Lacefield

3. BUSINESS ITEMS (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

    A. Care Learning Agreement – Course Packages Small Facilities 2026

    B. Employee Health Insurance Proposals current expires on 6/30/26

    C. Vehicle Parking Agreement with Red River Transportation

    D. Stericycle Proposal

    E. Resolution HA2026-05 – Government Entity/Municipality/Public Funds Bank 360 replacing Resolution HA2026-03 for Authorization of Power for the Expense Account and Revenue Account. (Removal of Holly Masquelier and adding Brendan Price)

    F. Resolution HA2026-06 – Government Entity/Municipality/Public Funds J.P. Morgan Chase Account for Authorization of Power for the Expense Account and Revenue

Account. (Removal of Holly Masquelier and adding Brendan Price)

4. FINANCIAL REPORT (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):
    A. Accounts Payable/Invoices to be paid 06/17/26, 06/24/26, 07/01/26, 07/08/26
5. MEDICAL STAFF (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):
6. COMMITTEE/DEPARTMENT REPORTING (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):
    A. Quality/Infection Control Meeting Minutes
    B. Life Safety Meeting Minutes
7. NEW BUSINESS (If any, Pursuant to Section 311.9 of the Oklahoma Open Meeting Act)
8. TRUSTEE COMMENTS
9. ADJOURN

~~File this 8 th day of June 2026 and posted on the bulletin board at Clinton City Hall and on the front door of the Clinton Regional Hospital on June 8, 2026, at 11:30 a.m.~~
Amended Agenda filed this 9 th day of June 2026 and posted on the bulletin board at Clinton City Hall and on the front door of the Clinton Regional Hospital on June 9, 2026, at 10:30 a.m.

SPECIAL MEETING OF
CLINTON HOSPITAL AUTHORITY MINUTES
TUESDAY, MAY 19, 2026, 12:00 P.M.

A regular Meeting of the Trustees of the Clinton Hospital Authority of the City of Clinton, Oklahoma was held in the Weichel Conference Room of the Clinton Regional Hospital on Tuesday, May 19, 2026, 12:00 p.m. A notice of this agenda was posted on the bulletin board in the lobby of the Clinton City Hall on May 15, 2026, 11:30 a.m. and at the Clinton Regional Hospital.

Trustees Present: Ken Baker, Chris Jones, Kelly Cornell, Kevin Wolters
Trustees Absent: Tyler Bridges, Ernie Dowdell *Ex Officio*
Chief Executive Officer: Position Open
City Manager: Robert Johnston
City Attorney: Ryan Meacham
Secretary/Clerk: Amy Jones
Others present by Zoom: None
Others: Shianne Dawson, Chasity Richardson, Brendan Price, Brenda Jennings, David Berrong, and others.

1. **CALL TO ORDER**

   Chairman Kenneth Baker called meeting to order at 12:01 pm.

2. **REVIEW AND APPROVAL OF CONSENT AGENDA ITEMS**

   (*All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Board member desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consists of the following items)*

   A. Approval of Minutes 4/22/2026 Special Meeting and 05/06/2026 Special Meeting
   B. Ratification of the Settlement Agreement for Tendo Systems through Altus Receivables Management.

Motion was made by Trustee Chris Jones and seconded by Trustee Kevin Wolters to approve the Consent Agenda Items as presented.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

3. **BUSINESS ITEMS (Discussion, Consideration, and Possible Action Regarding):**

   A. Request For Executive Session As Authorized By The *Oklahoma Open Meeting Act* Section 307(B)4 For Confidential Communications Between A Public Body And Its Attorney Concerning A Pending Investigation, Claim, Or Action If The Public Body With The Advice Of Its Attorney, Determines That Disclosure Will Seriously Impair The Ability Of The Public Body To Process The Claim Or Conduct A Pending Investigation, Litigation, Or Proceeding In The Public Interest.

Motion was made by Trustee Chris Jones and seconded by Trustee Kelly Cornell to Request For Executive Session As Authorized By The *Oklahoma Open Meeting Act* Section 307(B)4 For Confidential Communications Between A Public Body And Its Attorney Concerning A Pending Investigation, Claim, Or Action If The Public Body With The Advice Of Its Attorney, Determines That Disclosure Will Seriously Impair The Ability Of The Public Body To Process The Claim Or Conduct A Pending Investigation, Litigation, Or Proceeding In The Public Interest at 12:01 p.m. and to invite in Attorney Ryan Meacham, City Manager Robert Johnston, and Ex Officio Ernie Dowdell.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

B. Reconvene from Executive Session

Motion was made by Trustee Chris Jones and seconded by Trustee Kevin Wolters to reconvene from Executive Session with a report of no action taken in Executive Session at 12:08 p.m.

C. **Any Action/Any Action(S) arising from the Executive Session.**

Motion was made by Trustee Jones and seconded by Trustee Wolters to authorize City Attorney Ryan Meacham to approve the settlement agreement that was negotiated by Attorney Ryan Meacham with Mr. Len Lacefield.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

D. Senior Meals to Be Coordinated with Hospital Cafeteria

The topic of senior meals to be coordinated with the hospital cafeteria was presented for

discussion to the Trustees. Mayor Berrong stated that he had been having conversations regarding bringing senior meals back to the community at a location to be determined. The hospital cafeteria had been a location that had been suggested and it was hoped that adding senior meals would also add business to the cafeteria.

The Trustees requested a Pro forma of the financial side of the cafeteria; therefore, an analysis can be done of the labor cost, and food cost to determine if the idea is feasible. Trustee Chris Jones stated he will work on the Pro forma with hospital staff.

Information only.

E. Proposal – Stericycle

Interim CEO, Chasity Richardson presented the proposal from Stericycle to the Trustees. She stated that the current agreement for these services has expired and she is presenting this agreement with recommendation to approve. The Trustees reviewed the information presented and asked if Barbie Miller, CFO, has reviewed the agreement. Mrs. Richardson said that Barbie had not seen this agreement.

Motion was made by Trustee Chris Jones and seconded by Trustee Kevin Wolters to table the Stericycle proposal until further review and recommendation from Barbie Miller is received.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

F. Water Heater Exchanger Emergency Repairs

The information for Water Heater Exchanger emergency repairs was presented for review by the Janice Merrill. The water heater exchanger has a leak that is increasing the hospital water usage and bill. She presented two estimates for repairs from Jackson Mechanical Services and Johnson Controls. Jackson Mechanical Services estimate for repairs is in the amount $11,814.00 and Johnson Controls estimate is for $23,535.00. Ms. Merrill recommends going with Jackson Mechanical Services for the repairs. She stated that this company has performed repairs on the system in the past.

Motion was made by Trustee Kevin Wolters and seconded by Trustee Chris Jones to approve the estimate for repairs in the amount of $11,814.00 from Jackson Mechanical Services.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

G. Request City of Clinton Funding Assistance for Water Heater Exchanger

Motion was made by Trustee Chris Jones and seconded by Trustee Kevin Wolters to ask the City of Clinton for funding assistance regarding **the** Water Heater Exchanger emergency repairs**.**

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried

4. **FINANCIAL REPORT (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):**

   A. Financial Reports Month Ending April 30, 2026

The Financial Reports for April 2026 were presented for review. The Balance Sheet and operating/income statement were provided to the Trustee for review.

Motion was made by Trustee Jones and seconded by Trustee Wolters to accept the financial report as presented.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

   B. Accounts Payable/Invoices to be paid 05/20/26, 05/27/2026, 06/03/2026, and 06/10/2026

Accounts payable/invoices to be paid for the four-week period of 05/20/26, 05/27/2026, 06/03/2026, and 06/10/2026. The total accounts payable for the four weeks $624,892.53. The information was presented for review and approval by the Trustees.

The motion was made to approve the accounts payable/invoices for the four-week budget 05/20/26, 05/27/2026, 06/03/2026, and 06/10/2026 as recommended by consulting CFO Barbie Miller.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

5. **MEDICAL STAFF (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):**

6. **COMMITTEE/DEPARTMENT REPORTING (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):**

7. **NEW BUSINESS** (If any, Pursuant to Section 311.9 of the Oklahoma Open Meeting **Act)**

   None

8. **TRUSTEE COMMENTS**

9. **ADJOURN**

A motion was made by Trustee Chris Jones and seconded by Trustee Kevin Wolters to adjourn.

Chairman Kenneth Baker put in motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters and Ken Baker

Nay: None

Chairman declared the motion carried and meeting adjourned at 12:37 pm

_____
Date Approved:

_____
Kenneth Baker, Chairman

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CONTENT AND FEATURES FOR

SMALL FACILITIES

careLearning is an online education company that is dedicated to helping healthcare organizations by providing reliable, trusted, and easily accessible talent management and education solutions. Let careLearning be your solution!

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Small Facilities - Features and Costs



Who is careLearning

careLearning is an online education company designed to help healthcare organizations by providing reliable, trusted, and easily accessible talent management and education solutions. We are a nonprofit organization formed and operated by hospital associations and our member service approach sets us apart. Our clientele is diverse, we serve critical access hospitals to large academic medical centers, primary care centers to nurse staffing agencies, and organizations of all sizes in between. Our focus on service and support ensures an individualized experience tailored to the needs of each client regardless of their size.

While our portfolio of clients is diverse, we have a special place in our heart for Critical Access and Rural Healthcare partners. These facilities offer more than just healthcare, they are the hubs of their communities and the cornerstones of the mental and physical health of those they serve. The employees and administrators of these facilities are not just helping those seeking care, they are also working to improve the health and wellbeing of the entire community. The connections and links between healthcare and quality of life is not lost on us.

Our Learning Management System (LMS) for small facilities is 100% cloud based, easy to implement, easy to maintain, and provides the reporting documentation required by onsite or remote auditors and site visitors. Part of our passion is to work with smaller facilities who are often deemed too small or insignificant for larger LMS providers. We know and understand the unique needs of this healthcare facility population, and we have products and services that can help you leverage your ever-critical dollars for the maximum value.

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Package Details

In our **Choice Package**, we provide a comprehensive, online education management program that consists of the following:

- Learning Management System
- Compliance Education
- Full Course Catalog for Healthcare
- Unlimited Product Support and training for the careLearning Administrator(s)

Our LMS assists your facility with resource-saving educational solutions:

- Automatically distribute education based on job role, department, new hire status, or custom groups
- Keep education consistent, up-to-date, and meet regulatory requirements from entities such as CDC, OSHA, CMS, and more
- Provide quick audit reports and materials
- Streamline resource-intensive new employee orientation practices
- Simplify communication on individualized education requirements among employees, contractors, supervisors, educators, and executive staff

We also have a selection of optional add on features that provide the following functionality and benefits:

- Course Creation Tools
- Track and report on expiration dates for certifications, licensures, etc.
- Course Sharing Library that provides access to thousands of courses created by careLearning clients.
- Manage/report on non-online activities.

LMS Pricing for Small Facilities

Seats Count Up To	Cost Per Year Paid Annually 1 Year Term | 2 Year Term | 3 Year Term		
75	$ 2,600.00	$ 2,509.50	$ 2,405.25
100	$ 2,825.00	$ 2,726.00	$ 2,613.00
125	$ 3,025.00	$ 2,918.75	$ 2,798.75
150	$ 3,200.00	$ 3,087.00	$ 2,959.50
175	$ 3,350.00	$ 3,232.25	$ 3,097.50
200	$ 3,475.00	$ 3,354.00	$ 3,216.00
225	$ 3,600.00	$ 3,474.00	$ 3,330.00
249	$ 3,725.00	$ 3,595.56	$ 3,446.16

One Time Implementation Fee

Hospital Association Member	$ 0
Hospital Association Non-Member	$ 250

Features

Course Center	$ 500 Annually
Events	$ 500 Annually
Trackit	$ 500 Annually

NOTE: Seat count is sold in the buckets provided. This means that an organization with 67 individuals that need trained must purchase the 75-seat bucket.

As with all careLearning LMS products if individuals leave your organization in a compliance year, you can re-assign that seat to a new employee with no additional charge. We charge for the seat, not the person.

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Course Series - Key Features

The careLearning Learning Management System Choice package for small facilities comes standard with the Health & Safety Series, Rights & Responsibilities Series, and Continuing Education Series. These courses will assist your facility in meeting training requirements for OSHA, CMS, CDC, and other regulatory bodies and accrediting organizations. Here are some options that you can take advantage of while utilizing these courses:

Interactive Learning

If you have not had a chance to view these courses, request a free demo at any time! They are extremely interactive and provide:

- Professional Narration
- Closed Captioning
- Quizzes throughout to help engage learners and reinforce learning
- Media-Rich Content



Customized Content

Add facility-specific material to the courses at no additional charge! This is ideal for bringing awareness to others about the designees and experts in your facility or policies pertaining to the course topics.

Pre-Testing

Save time and resources by allowing staff an opportunity to demonstrate their knowledge by testing out of courses. Pre-testing can be turned on per course and learners will be presented with the test when initially entering the classroom. Should they receive a passing grade, they will be deemed competent in that topic and can move on to spend more time on areas that might be less familiar. Should they not receive a passing grade, the course will provide the training they need and give them another opportunity to show their knowledge on the post-test. Many facilities use this option for seasoned employees only, thus mandating new employees participate fully in the content.

Add-On Courses

Other courses are available to assist with acquiring continuing education and knowledge in healthcare specific topics. These courses have different features than the courses in the Health & Safety Series and Rights & Responsibilities Series, but are an affordable way to make sure that your employees easily meet their educational needs throughout the year.

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LMS Course Series - Detail Listing

Health & Safety

Abuse, Neglect, and Exploitation

- Identification, Assessment, Signs, Reporting
- Physical, Emotional, Sexual, Financial, Domestic, Neglect, Elder

Bloodborne Pathogens

- Standard Precautions, Exposure Control Plan
- Prevention of Sharps Injuries, Indirect Exposures
- Spills, Medical Waste, Post Exposure

Emergency Preparedness

- Four core elements of an Emergency Preparedness Program, differentiate between a Warning and Watch

Electrical Safety

- Electrical Basics, Electric Shock, Prevention of Electrical Accidents, Lockout/Tagout

Fire Safety

- Fire Hazards, Fire Classifications
- Safety Plan, RACE, Using a Fire Extinguisher

Hand Hygiene

- Spread of Pathogens
- Hand-washing and alcohol-based hand rub guidelines

Hazard Communication

- Hazard Communication program
- Hazardous Chemical Lists, SDS, container labeling

Infection Control for Non-Clinical Employees

- Standard and Transmission-Based Precautions, Bloodborne Pathogens, Direct/Indirect contact
- Spills, Medical Waste, TB, Post Exposure

Influenza

- Signs and Symptoms, How Flu Spreads, Populations at risk, Prevention strategies

Isolation and Standard Precautions

- Standard and Transmission-Based Precautions

Medical Radiation Safety

- Radiation Basics, Radiation sources, Minimizing and Monitoring Exposure, Contamination, MRI

Medication Administration

- Standard Precautions, “Rights” of Medication Administration
- Oral, Injectable, Intravenous Medications and Safe Practices for Administration
- Documentation, Education
- Adverse Drug Reaction, Medication Error

Moving, Lifting, and Repetitive Motion

- Safe Lifting and Moving Guidelines, Mechanical Aids and Assistive Devices, Repetitive Motion, Prevention of Injuries, Reporting

Patient Rights

- Notice of Rights, Right to Treatment, Communication, Informed Consent, Privacy, Safety, Visitation, File a Complaint, Advance Directives, Code of Ethics

Population Specific Care – Adults

- Care of young to middle adult and elderly care

Population Specific Care – Pediatrics

- Care of infants, school-aged and adolescent children

Restraint (Optional Seclusion Module)

- Definition, Alternatives, Monitoring, Assessment, Order, Documentation, Reporting

Slips, Trips, and Falls

- Prevention, Reporting

Tuberculosis Prevention

- Risk, Prevention, Symptoms, Diagnosis, Testing, Treatment, Unprotected Contact, Monitoring

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LMS Course Series - Detail Listing

Rights & Responsibilities

Combating Medicare Parts C & D Fraud, Waste and Abuse

- FWA in the Medicare Program Laws and regulations Consequences and penalties
- Prevention, reporting, correction

Cultural Competence in the Workplace

- Culture, Cultural Awareness, Imposition and Sensitivity
- CLAS Standards

Customer Service

- Meet Customer Expectations, Positive Attitude, Active Listening, Handle Stressful Service Encounters, Internal Customer Service, Workplace Conflict, Bullying

EMTALA

- Signage, Medical Screening Examination, Treatment and Transfer, Delay in Examination or Treatment, Refusal to Consent
- Availability of On-Call Physicians, Penalties, Central Log

FACTA Red Flags

- Identity Theft Prevention Program, FACTA Requirements

Federal Workplace Protection Statutes

- Characteristics Protected by Anti-Discrimination Laws, Harassment, Reporting, Correction

HIPAA

- The Privacy Rule and PHI, Covered Entities and Business Associates, Uses and Disclosures, Administrative Requirements, Privacy Practices Notice
- The Security Rule, HITECH Act, Safeguards, Penalties

Medicare Fraud & Abuse: Prevent, Detect, Report

- Fraud & Abuse Identification, Provisions/Penalties, Prevention, Entities that Detect, Reporting

Pain Management

- Pain Treatment Plan, Tools, Therapies, Adverse Effects
- Barriers to pain control, Special Populations

Patient/Resident-Centered Strategies for the Transgender Population

- Identity Terminology, Disparities and Challenges Faced, Strategies to Enhance the Health Care Experience

Sexual Harassment (Employees & Supervisors)

- Prevention, Reporting and Correction, Employer Liability

Workplace Violence

- Risk Factors, Prevention, Keeping Safe, Lateral violence

Continuing Education Series

The Continuing Education Package is included at no additional cost. These courses enhance knowledge and assist in meeting continuing education requirements for the following disciplines:

- Nurses
- Respiratory Care Providers

Clinic Versions and Spanish Transcripts Available

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LMS Course Series - Detail Listing

+ End-of-Life Care

Add the End-of-Life Care Series for $3 per person to help support a dying person and their loved ones.

Bereavement, Grief, & Mourning

- Types of grief; Grief responses; Complicated grief; Five stages of grief; Healthcare provider support for the bereaved.

End-of-Life Care - Part One

- Palliative and hospice care; End-of-life conversations; Plan of care; Support for family and loved ones; The final days for a dying person.

End-of-Life Care - Part Two

- The four domains of quality of life: Physical health, Psychological health, Social relationships, Environmental resources.

+ Information Security

Add the Information Security Series for $3 per person to protect against the unauthorized use of information

How to Stop a Cybercriminal

- Cybersecurity defenses including policy, software, hardware, and practices, how each help protect sensitive/private personal/organizational information, how to stop a phishing attack/physical attack, how to report a cyberattack

Social Engineering: The Cybercriminals Favorite Tool

- Social engineering, various types of phishing attacks/ physical attacks

The Cybercriminal

- History of high profile cybercrimes, threat landscape, description of a cybercriminal

+ HCAHPS Survey Education

Add the HCAHPS Survey Education Series for $6 per person to improve patient care and outcomes

Introduction to The HCAHPS Survey Education Series

- Details about the survey, patient and daughter reenactment of survey completion

Your Care from Nurses

- Treating the patient with courtesy and respect, listening carefully, explaining things in a way that is understood

Your Care from Doctors

- Treating the patient with courtesy and respect, listening carefully, explaining things in a way that is understood

The Hospital Environment

- Keeping the patient room and bathroom clean, providing rest for the patient during the day and night

Your Care in this Hospital

- Staying informed and up-to-date about the patient's care, working well together

Responsiveness of Staff

- Responding to bathroom/bedpan needs, other types of help

Communication about Medications

- Educating on medication including side effects

Leaving the Hospital

- Making plans for after discharge, providing information about symptoms or health problems to watch for, assessing for help

Overall Rating of the Hospital

- Rating and recommendation

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LMS Choice Feature Add Ons

Organizations can choose to add one or more features to enhance their ability to fully utilize our system. These features are priced at $500 each per year.

Course Center

Course Center allows organizations to create and upload their own custom content to our LMS. You can create as many courses as you like, have them loaded to the system, and add the course to your employees' classrooms just like any other course. Course Center also allows you access to the Private Course Library which is a repository of free education content loaded by other careLearning users. You can download the content, make changes to meet your unique needs, load the course to the LMS, and assign the course as you see fit.

Events

The Events feature is designed to manage/report on non-online activities, such as those held in a classroom and led by an instructor. There are no limits to the type or quantity of activities you can manage with Events. Basic features include the ability to pre-register, send e-mail notifications, run reports, and print rosters. Employee self-registration is coming soon.

TrackIt

TrackIt is an integrated tool that can be used to track anything with an expiration date. License expirations, testing or vaccination events, certifications or other items that need to be tracked and reported on. This information can be displayed on transcripts or reported on separately.

To learn more, or to request a quote or demo, contact:



Derrick Stowers
Business Development & Marketing Specialist
866-617-3904
304-353-9754 Direct Line
dstowers@carelearning.com

Vehicle Parking Agreement & Liability Waiver

Vehicle Parking Agreement

This Agreement is entered into on 05/13/2026, by and between: Sharee Schrick-Red River Transportation and Clinton Hospital Authority

Property Owner/Facility: Clinton Hospital Authority

and

Vehicle Owner/Company: Red River Transportation/CADC

regarding the temporary or ongoing parking of the following vehicle(s):

- Make/Model: Promaster/Glaval 14 passenger Bus/ or other
- Year: Varies
- VIN (optional):
- License Plate: E-91226, E-91244, or other

Terms

1. The Property Owner/Facility grants permission for the above-listed vehicle to be parked at the following location: Clinton Regional Hospital 100 N 30th St
2. Parking is permitted beginning on 05/12/2026 and shall continue until terminated by either party upon a 7 day written notice.
3. Red River Transpiration/CADC acknowledges and agrees that the Clinton Hospital Authority is **not responsible or liable** for:
    - Theft
    - Vandalism
    - Weather-related damage
    - Fire
    - Collision damage

- Acts of God
- Any other loss or damage occurring while the vehicle is parked on the premises

4. Red River Transportation/CADC all risk associated with parking the vehicle at the above location.
5. Red River Transportation/CADC agrees to maintain valid insurance coverage on the vehicle at all times.
6. Either party may terminate this agreement at any time with reasonable notice.
7. This agreement does not create a bailment, lease, employment relationship, or security obligation by the Clinton Hospital Authority.

Facility- Clinton Hospital Authority

Name: _____

Signature: _____

Date: _____

Company Representative- Red River Transportation/CADC

Name: Sharee Schrick

Signature: Sharee Schrick

Date: 05-13-2026

Stericycle Service Agreement
Effective Date 06/01/2026
Between Stericycle, Inc. and Clinton Regional Hospital

Service Summary

Sold To:

Company Name: Clinton Regional Hospital
Address: 100 North 30th Street
Floor/Suite:
City/ State/Zip: Clinton, Oklahoma, 73601-3117
Phone: (580) 309-3159
Email: chasity.richardson@crhaok.com
Contact: Chasity Richardson
Title:

Bill To:

Company Name: Clinton Regional Hospital
Address: 100 North 30th
Floor/Suite:
City / State / Zip: Clinton, Oklahoma, 73601
Phone: (580) 309-3159
Email: chasity.richardson@crhaok.com
Contact: Chasity Richardson
Title:

Ship To Name: Clinton Regional Hospital
Ship To Address: 100 North 30th Street, Clinton, Oklahoma, United States, 73601-3117

Services Included (See "Service Descriptions" for details)	Pick Up Frequency	Allotted Annual Stops	Allotted Annual Containers	Monthly Service Fee
KRB SHARPS MANAGEMENT SUBSCRIPTION	Every 4 Weeks	13	390	$293.00 /Month
3P-CSRX CONTROLLED SUBSTANCE SUBSCR	Shipment Every 16 Weeks	-	3	$26.00 /Month
3P-HAZARDOUS DRUG DISPOSAL SUBCR	-	4	8	$415.68 /Month
STERI-SAFE PREFERRED OSHA COMPLIANCE SUB	Every 4 Weeks	13	65	$307.00 /Month

This offer will expire: 07/01/2026

Monthly Service Fees*: $1,041.68

Initial Term: 60 Months **Renewal Term:** 12 Months
Payment Terms: Net 30
Billing Schedule: Monthly
Annual Price Increase: Except for increases permitted by Sections 4(b)(i)–(v) of this Agreement, the Base Rate will increase annually by the Annual Percentage Increase "API" (currently Not Stated). The increase will apply on the anniversary of the Effective Date, or on the anniversary of the Last PI Date if different, for the remainder of the Initial Term.

This Agreement does not provide for a fixed price during the Term. Unless specifically provided otherwise herein, Customer should expect Company to increase the Charges as allowed by Section 4(a) and 4(b), and to seek other increases to the Charges subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases under Section 4(c) may be given orally, in writing, or by notice and Customer's payment of or failure to object to the price increase.

***Additional Taxes and Surcharges Apply**
Fuel Surcharge Applies: The Fuel Surcharge applies to all other Charges, whether or not listed on this service summary page. The Fuel Surcharge is variable based upon changes in fuel index pricing and is calculated at the time of each invoice using the current applicable percentage. Administrative Charge Applies: An administrative charge per invoice will be assessed and may be avoided by enrolling in paperless statements and automatic payments. More information on these charges and the schedule of Stericycle Ancillary Charges can be found at https://www.stericycle.com/en-us/service-fees. Taxes and additional surcharges will apply as applicable.

This Service Agreement is subject to the Terms and Conditions, any applicable rider(s), and the Service Summary, all of which accompany this Service Agreement and are incorporated herein by reference.

Stericycle, Inc.:

Name:

Title:

Date:

Signature:

Customer:

Name:

Title:

Date:

Signature:

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and to comply with the applicable Stericycle Waste Acceptance Policy, both of which are integral parts of this Agreement. I acknowledge that Customer is a company, and not an individual person. To the extent this transaction is subject to any applicable business-to-consumer laws or regulations, I expressly waive and relinquish any and all rights and claims against Stericycle, Inc. thereunder.

TERMS AND CONDITIONS

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the "Waste Materials" to be collected under this Agreement shall be accepted or conforming waste only as defined in Company's applicable Waste Acceptance Policies or "WAP," the current versions of which are posted at https://www.stericycle.com/en-us/about-us/policies-positions and made a part of this Agreement. Company may periodically update the WAP in its sole discretion. Title to and liability for any unacceptable or non-conforming waste as defined in the WAP shall remain with Customer at all times. Title to Customer's acceptable Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term. Upon the expiration or termination of this Agreement, Customer shall pay Company all amounts due for Services and products provided and any other amounts due to Company, which may include equipment removal charges and final pickup fees at the current rates at the time of service.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase that Customer does not accept; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates, or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container retrieval; office relocation; container replacement; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; equipment repair and maintenance; and any other charges included in this Agreement or at www.stericycle.com/en-us/service-fees which may be updated from time to time, all at such standard prices or rates that Company is charging its customers in the service area at such time. For Customers with transactional pricing models, Customer shall pay the No Waste Charge if Customer declines or cancels a scheduled Service or if Customer's location is closed during a scheduled Service and the Minimum Pickup Charge for Service where the total container and stop fees are less than the Minimum Pickup Charge. For Customers with subscription-based pricing models, for Services rendered beyond the stated quantities, the total charge will increase based on the number of units serviced at the applicable additional container rate, extra material unit rate or the current standard list price. **Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.**

(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the applicable Fuel Surcharge or Energy Surcharge including additions or modifications to the fuel types used in the calculation, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for annual increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.

(c) CONSENSUAL PRICE INCREASES. Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted by Section 4(b) including without

limitation an amount for Company's operating and/or profit margin (a "Consensual Price Increase"). Notice of a Consensual Price Increase may appear on Customer's periodic invoice, in a separate invoice insert, or in a separate communication from Company. If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement within the 30-day period shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or adjustment to Customer's Charges (a "Negotiated Price Adjustment") in response to a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement within the 30-day period as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS. Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges according to the payment terms included on the Service Summary and if no such payment terms are provided then within thirty (30) days of the invoice date by any Company-approved payment method. Manual payment by check may incur an Administrative Charge, and payment by any other method or channel, including in person, online or by phone, shall be subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within the payment terms described in this Section 5 is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Any damage to or loss of such equipment, other than normal wear and tear or damage caused by Company, will be charged to Customer at full replacement value. Customer shall not overload, move, or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection days. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services. Upon expiration or termination of this Agreement, Customer must cease using the equipment and ensure its availability for the timely return to Company, and Company retains the right to retrieve its equipment at any reasonable time, regardless of the location of the equipment.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available.

8. INDEMNITY, WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving non-conforming waste materials as defined in Company's WAP. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by (i) Customer's breach of this Agreement, or (ii) any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors, or (iii) Customer's use, operation, or possession of any equipment furnished by Company, or (iv) non-conforming waste materials, or (v) Customer's failure to properly store, package, label, containerize, characterize, inspect, or segregate Waste Materials in connection with the Services. Neither party shall be liable to the other for consequential, incidental, indirect, special, exemplary, or punitive damages arising out of the performance or breach of this Agreement. Company's aggregate liability, if any, under this Section 8 is limited to the amount of service fees received by Company from Customer under the Agreement during the preceding 12-month period prior to the alleged liability.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third-party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2 or Customer has provided written notice of termination under Section 4(c), Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial or Renewal Term shall be a termination under Section 3(b) subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10.DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER; BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law, or equity, or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com/us/en/disputes for details on arbitration procedures which are incorporated herein by reference). CLASS ACTION WAIVER: Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis, or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. EXCLUDED CLAIMS: The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, epidemics or pandemics, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Arbitration Procedures, and for those Customers that sign up for electronic billing and automatic payment (Autopay), are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, except as expressly permitted by Section 4(a), the terms and provisions of this Agreement may be amended and modified only by a written agreement executed by authorized representatives of both parties. Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notifications to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery service, courier, or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) Company may subcontract any element of the Services without Customer's prior express written consent provided Company remains responsible for the performance of such Services. (k) The failure of either party to insist upon the performance of any provision hereof will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (l) No term or condition contained in a Customer purchase order, invoice acknowledgment, or any other document from Customer shall be binding upon Company unless agreed to by Company in writing. In the event of a conflict between a term or condition contained in a Customer purchase order, invoice acknowledgment, or any other document from Customer and this Agreement, the terms and conditions of this Agreement shall prevail. (m) No references to Company, its parent company, affiliates, trade names, trademarks, service marks, brands, marks, logos, codes, drawings or specifications will be used by Customer in any capacity, including without limitation, Customer's advertising, promotional efforts or any publicity of any kind, without Company's prior written consent. (n) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (o) The term "business day" means Monday through Friday, excluding U.S. federal holidays. (p) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. (p) This Agreement may be executed by electronic copy, and the parties agree that electronic signatures shall have the same effect as original signatures.

12. NO FINE. NO FEE. OSHA GUARANTEE REQUIREMENTS. With regard to Steri·Safe℠ Compliance Solutions, Company will reimburse any Customer who subscribes to a Preferred or Platinum Level Program for any civil penalty or portion thereof contained in a citation issued by the U.S. Occupational Safety and Health Administration (OSHA) for a violation of the bloodborne pathogens standard at 29 C.F.R. § 1910.1030 or of a state standard that is identical to the federal bloodborne pathogens standard. Company's obligation to reimburse Customer under this Section is contingent upon: (a) at the time that Customer received the citation, Customer must be subscribed to a Preferred or Platinum Level Program and must not be delinquent on any payments due; (b) the citation must concern Customer's actions or omissions during the period that the Customer was a subscriber to a Preferred or Platinum Level Program; (c) Customer having fully followed each recommendation and instruction included in the Preferred or Platinum Level Program as related to compliance with the bloodborne pathogens standard (whether expressed orally by employees or agents of Company or as set forth in any compliance materials); (d) the citation must not relate to actions or omissions for which Customer had previously received a citation; (e) Customer notifying Company as soon as possible after receiving the citation and promptly providing all information and materials requested by Company related to such citation; (f) allowing Company to fully participate in (and, upon request, take control of any aspects of) any defense of the citation; (g) obtaining Company's prior approval of any settlement related to the citation; and (h) Customer paying any civil penalty due in a timely manner and providing acceptable proof of such payment to Company. Company's reimbursement responsibility is limited to civil penalties for actions or omissions during the period that Customer was subscribed to a Preferred or Platinum Level Program. Company shall not have any reimbursement responsibility for any civil penalties due for any period after the date that the citation is received. Customer's failure to perform any of its obligations in this Section to Company's satisfaction shall absolve Company of its reimbursement responsibilities. For purposes of clarity, Company's reimbursement obligations are for the applicable civil penalty only, and Company shall not be responsible for any costs or expenses of any kind that Customer may incur as a result of receiving such citation or any action taken to bring Customer into compliance.

13. COMPLIANCE MATERIALS. Company grants Customer a limited license to use its compliance materials, whether provided in electronic or printed form solely for Customer's own, non-commercial use. Company may revoke this license at any time. Customer is expressly prohibited from copying, distributing, using, or republishing Company's compliance materials for any third party or audience. Upon the expiration or termination of this Agreement, Customer agrees to return all of Company's compliance materials at Customer's expense.
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SERVICE DESCRIPTIONS

The following terms and conditions apply to all Services: Company or its subcontractor (for the purposes of these Service Descriptions, "Company") shall collect, transport, treat, and dispose of the waste(s) identified on the Agreement (except Non-Conforming Waste, as defined in the WAP) generated by Customer during the term of the Agreement. Company may refuse to collect, transport, treat and/or dispose of any Non-Conforming Waste, and title to and liability for Non-Conforming Waste shall remain with Customer at all times, even if collected, transported, treated, and/or disposed of by Company. Customer shall properly prepare the waste for collection for Company to perform the Services under this Agreement. CUSTOMER IS SOLELY RESPONSIBLE FOR CHARACTERIZATION, PROFILES, AND MANAGEMENT OF ITS WASTE. ANY RELIANCE ON ADVICE OR INFORMATION PROVIDED BY COMPANY IN CONNECTION WITH THIS AGREEMENT IS DONE AT CUSTOMER'S SOLE DISCRETION AND RISK, AND CUSTOMER SHALL BE RESPONSIBLE FOR ANY DAMAGES OR OTHER LOSS RESULTING THEREFROM. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY COMPANY, ITS EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR AGENTS WILL CREATE ANY WARRANTY OR GUARANTY.



BIOHAZARDOUS REGULATED MEDICAL WASTE DISPOSAL

Company will collect, transport, and process regulated medical waste via incineration or non-incineration treatment. Customer represents, warrants and covenants that: (i) Customer reviewed the WAP and its complete definitions and requirements; (ii) the waste presented by Customer will conform to the WAP and will not contain any Non-Conforming Waste, as defined in the WAP; and (iii) Customer shall comply with program instructions provided by Company.



REUSABLE SHARPS PROGRAM

Our reusable sharps program utilizes reusable sharps containers to streamline the collection and disposal of sharps in your facility. A Company driver will pick up your packaged, full sharps containers and provide clean containers for continued use. Customer represents, warrants and covenants that: (i) Customer reviewed the WAP and its complete definitions and requirements; (ii) the waste presented by Customer will conform to the WAP and will not contain any Non-Conforming Waste, as defined in the WAP; and (iii) Customer shall comply with program instructions provided by Company.



STERI-SAFE® COMPLIANCE SOLUTIONS

Steri-Safe® Compliance Solutions are a resource to help support an organization's compliance program. The MyStericycle.com customer portal offers general training modules and other OSHA and HIPAA related resources for Customer's organization.



PHARMACEUTICAL WASTE DISPOSAL

Drug Disposal Service

Company will treat and dispose of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste. Customer represents, warrants and covenants that: (i) Customer reviewed the WAP and its complete definitions and requirements; (ii) the waste presented by Customer will conform to the WAP and will not contain any Non-Conforming Waste, as defined in the WAP; (iii) Customer shall comply with program instructions provided by Company; and (iv) Customer will provide Company prompt and advance notice of any changes to the nature of the waste being tendered to Company under this Agreement.

Hazardous Drug Disposal Service

Company will treat and dispose of pharmaceuticals that either exhibit characteristics that make them hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities. Customer represents, warrants and covenants that: (i) Customer will provide Company with complete and accurate waste profiles, waste characterizations and other information as necessary before any waste is tendered to Company; (ii) any waste tendered to Company by Customer shall conform fully with the applicable waste characterization information, shall be labelled by Customer in conformance with applicable laws and so as to communicate its contents to Company; (iii) incompatible wastes shall be segregated, as necessary; and (iv) Customer will provide Company prompt and advance notice of any changes to the nature of the waste being tendered to Company under this Agreement.

CsRx® Controlled Substance Wastage Service

This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches. "Controlled Substances" means those drugs, substances and certain chemicals used to make drugs which are scheduled, listed and/or described by (i) the Drug Enforcement Administration ("DEA") of the United States Department of Justice (see, www.dea.gov) and/or (ii) any other applicable federal or state laws, rules and regulations. "Controlled Substance Wastage" means Controlled Substances that have been dispensed by a practitioner for immediate administration at the practitioner's registered location, when the substance is not fully exhausted (e.g., some of the substance remains in a vial, tube, syringe, tablets, and/or capsules after administration but cannot or may not be further utilized). Controlled Substance Wastage does not include any remaining inventory of Controlled Substances (e.g. remaining Controlled Substances, as defined by 21 CFR 1300.01, after compounding or stock, expired, recalled, unwanted and/or damaged medications or medications returned by patients/ultimate users), radioactive waste, cytotoxic drugs or antineoplastic agents, bulk blood, drugs listed on Schedule I by the DEA, or other material not falling within the definition of Controlled Substance Wastage. Customer shall place only Controlled Substance Wastage into the containers provided. Customer warrants that the waste presented for disposal will contain only Controlled Substance Wastage and shall be liable for any injury, loss or damage resulting from Non-Conforming Waste. Customer shall have title to the Controlled Substance Wastage at all prior times. Customer represents, warrants and covenants that: (i) any waste tendered to Company by Customer shall conform fully with the applicable waste characterization information, shall be labelled by Customer in conformance with applicable laws and so as to communicate its contents to Company; (ii) incompatible wastes shall be segregated, as necessary; (iii) Customer will provide Company prompt and advance notice of any changes to the nature of the waste being tendered to Company under this Agreement; and (iv) for hazardous Controlled Substance Wastage, Customer will provide Company with complete and accurate waste profiles, waste characterizations and other information as necessary before any waste is tendered to Company.