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MEDICAL WASTE MANAGEMENT SERVICES AGREEMENT

Agreement Date: 6/20/2022

Effective Date: 6/23/2022

Term of Agreement: Three (3) Year

Customer ID: _____

CUSTOMER INFORMATION

Customer Name Panola County Detention Center

Hours of Operation

Pickup Address 319 W Wellington St

Mon-Fri 8amj-5pm

City Carthage State TX ZIP Code 75633

Primary Contact Tina McMullen

Special Instructions for Driver

Title Jail Administrator

TBD

Phone (903) 693-0359

Fax _____

Email tina.mcmullen@co.panola.tx.us

Amount of Waste on Hand

TBD

Billing Address (if different from pickup address)

Street _____

Billing Preference

City _____ State _____ ZIP Code _____

Credit Card

Net 30 Terms

PRICING TERMS

Type of Waste

Pickup Frequency Every Twenty Four We

Regulated Medical Waste

Minimum stop fee \$100.00

Chemotherapeutic Waste

(which includes two (2) box(es) or container(s))

Pharmaceutical Waste

Additional Regulated Medical Waste (RMW) box \$35.00

Per Pharmaceutical or Chemotherapeutic box \$90.00

Estimated number of boxes per pickup 2

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date above.

("Provider")

("Customer")

Sharps Compliance, Inc

Panola County Detention Center

By: Todd Cluxton

By: David L. Anderson

Name: Todd Cluxton

Name: David L. Anderson

Title: Manager of Sales

Title: County Judge

Date: 6/20/2022

Date: June 21, 2022

Management Approval: Dustin Kinnaman



1. **Appointment/Term.** Subject to the terms and conditions set forth therein, Customer hereby appoints Provider as its exclusive vendor of all services covered by this Agreement (including Schedules and Exhibits) so long as this Agreement shall be in effect. Such appointment shall be automatically renewed, thereafter, for successive terms of one (1) year, unless either party provides at least ninety (90) days advance written notice of its intent to terminate prior to such automatic renewal.
2. **Pricing.** Provider offers route-based pickup services for medical waste as described in Exhibit A. Pricing includes a fuel and environmental charge. Boxes picked up with weight in excess of the maximum specified pounds per box (45 pounds) will bear a charge of \$1.50 per pound in excess of the maximum specified pounds per box. Provider shall provide Customer with at least thirty (30) days written advance notice of changes to Pricing. Pricing will increase, if at all, by no more than 6% on an annual basis over the term of the Agreement. On-call pickup services are priced and contracted to occur at a minimum of one time per year. If not scheduled and performed within each twelve month period of the contract, customer will be invoiced for one pickup service at the end of each twelve-month period even if no service has been requested, scheduled or performed.
3. **Provider's Duties.** Provider hereby agrees, as long as the Agreement is in effect, as follows:
 - a. Provider shall promptly process work orders for the Services requested;
 - b. Provider shall provide regulation waste boxes with the proper names and documentation printed on the boxes or labels, tape and red bags for the waste boxes to the Customer as a part of the contracted service;
 - c. Provider shall provide a pickup schedule for each Customer location on an annual basis. Facility pickups will occur from 8 am to 5 pm Monday through Friday. In the event that (i) a Customer cancels a pickup service or (ii) a stop is made and there is no waste to pick up (a "Missed Pickup" as defined in Exhibit A), there will be a minimum stop fee charged as shown in Pricing Terms;
 - d. Provider personnel shall remove filled containers from the designated locations (at a central location) on the Premises to be agreed on by Provider and Customer and deposit clean replacement containers at that central location;
 - e. Provider shall make available, electronically, documentation of the destruction of the medical waste disposed
4. **Customer's Duties.** Customer hereby agrees, as long as the Agreement is in effect, as follows:
 - a. For purposes of this Agreement, the term "exclusive basis" shall mean Customer shall not purchase, directly or indirectly, any Solutions identical, similar or competitive with or of the same category as the Solutions described in this Agreement (including, but not limited to, a medical waste or hazardous waste mailback or pickup service) from any other vendor or entity so long as this Agreement shall be in effect;
 - b. Customer shall keep confidential any document, information, list, price, process, practice, handling method, contract, or agreement provided by Provider in connection with the Solutions, except whatever is expressly allowed by the Provider;
 - c. Customer shall educate Hazmat employees as per the Department of Transportation ("DOT") regulation 49 CFR 172.700-172.704, and retain records of training and certification of testing as stated in federal and state regulations; and
 - d. Prior to pickup, Customer will ensure that all containers and waste are ready for transport and compliant with all laws and regulations. If Customer is not properly prepared, Sharps Compliance may charge Customer an additional transportation fee for returning to pick up the containers once the containers or waste are properly prepared.
5. **Terms and Conditions.**
 - a. **Invoice and Payment Terms.** Credit card payments are accepted. Credit card on file will be processed at the time of invoice generation. For consideration of credit terms, completion of a New Account Set Up Form and approval of credit by Provider is required. Upon credit approval, payment is due to Provider no later than thirty (30) days from date of invoice. All amounts due, by virtue of the various invoices to be issued to Customer from time to time by Provider, shall bear interest at the rate of one per cent (1%) per month, or twelve percent (12%) annually, starting from the thirty-first day following each specific invoice date. Should it become necessary, following Customer's default to pay Provider, to transfer an invoice to a collection officer or to an attorney, Customer shall pay Provider actual collection fees in addition to the actual balance owed. Provider retains the right to place Customer on "credit hold", in the event that payments from Customer are not current and within the terms this Agreement.
 - b. **Taxes.** The amount payable by Customer is subject to various applicable sales and use taxes, and any other equivalent tax which may become applicable in the future.
 - c. **Default.** Upon a breach of any material covenant, condition or agreement by Customer, including failure to pay by Customer or premature termination of this Agreement by the Customer, Sharps Compliance will be entitled to recover an amount, which the parties acknowledge constitutes Sharps Compliance's liquidated damages and not a penalty, equal to the sum of half of the payments due over the remaining term of the Agreement.



6. **Force Majeure.** Nonperformance of either Party will be excused to the extent the nonperforming Party is prevented from performing its obligations under this Agreement by extraordinary events, including acts of God, fires, earthquakes, terrorism, strikes and labor disputes, acts of war, civil unrest, the acts or intervention of any governmental or regulatory authority, material changes in regulatory, product performance or safety requirements, reasonable and necessary manufacturing adjustments, slowdowns and stoppages, facility changes and modifications or a shortage of supplies or raw materials. The nonperforming Party will be excused from performance for the duration of such events, will promptly notify the other Party of the reasons for non-performance and will diligently and continuously attempt to resume its performance.
7. **Indemnification.** Customer shall indemnify, defend and hold harmless Provider from any and all claims, costs or damages from Customer's non-compliance with any applicable regulations established by local, state or federal agencies and any provisions established with this Agreement. Provider shall indemnify, defend and hold harmless the Customer from any and all claims, costs or damages arising from Provider's non-compliance with any applicable regulations established by local, state or federal agencies. This is to include but not be limited to reactive and toxic compliance.
8. **Miscellaneous.**
 - a. **Severability.** If all or part of any section, paragraph or provision of this Agreement is held invalid or unenforceable, it shall not have any effect whatsoever on any other section, paragraph or provision of this Agreement, nor on the remainder of the said section, paragraph or provision, unless otherwise expressly provided for in this Agreement.
 - b. **Notices.** Any notice intended for either Party shall be deemed to be validly given if it is in writing and is sent by registered or certified mail, by bailiff or by courier service to such Party's address as set forth in this Agreement. A copy of any notice sent by e-mail shall also be sent according to one of the above-mentioned delivery modes.
 - c. **Headings.** The headings in this Agreement have been inserted solely for ease of reference and shall not modify, in any manner whatsoever, the meaning or scope of the provisions hereof.
 - d. **Schedules and Exhibits.** The Schedules and Exhibits to this Agreement shall be deemed to be an integral part of this Agreement.
 - e. **No Waiver.** Under no circumstances shall the failure, negligence or tardiness of a Party as regards the exercise of a right or a recourse provided for in this Agreement be considered to be a waiver of such right or recourse.
 - f. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws in force in the state of Texas.
 - g. **Counterparts.** Each counterpart of this Agreement shall be considered to be an original when duly initialed and signed by all the Parties, it being understood, however, that all of these counterparts shall constitute one and the same Agreement.
 - h. **Successors.** This Agreement shall bind the Parties hereto as well as their respective successors, heirs and assigns.
 - i. **Elapsed Time.** Whenever one of the Parties fails to fulfill an obligation under this Agreement within a stipulated deadline, the mere lapse of time shall constitute a formal notice of default to the said Party.
9. **Confidentiality.** This Agreement document is proprietary and neither party may reveal its contents without express written consent of the other party.
10. **Relationship.** Neither Party is in any way the legal representative or agent of the other, nor authorized or empowered to assume any obligation of any kind, implied or expressed, on behalf of the other Party, without the express written consent of the other.
11. **Amendments.** This Agreement shall not be amended or modified except by another written document duly signed by all the Parties.
12. **Entire Agreement.** This Agreement plus attachments and exhibits constitute the entire understanding between the Parties. Declarations, representations, promises or conditions other than those set forth in this Agreement shall not be construed in any way so as to contradict, modify or affect the provisions of this Agreement.



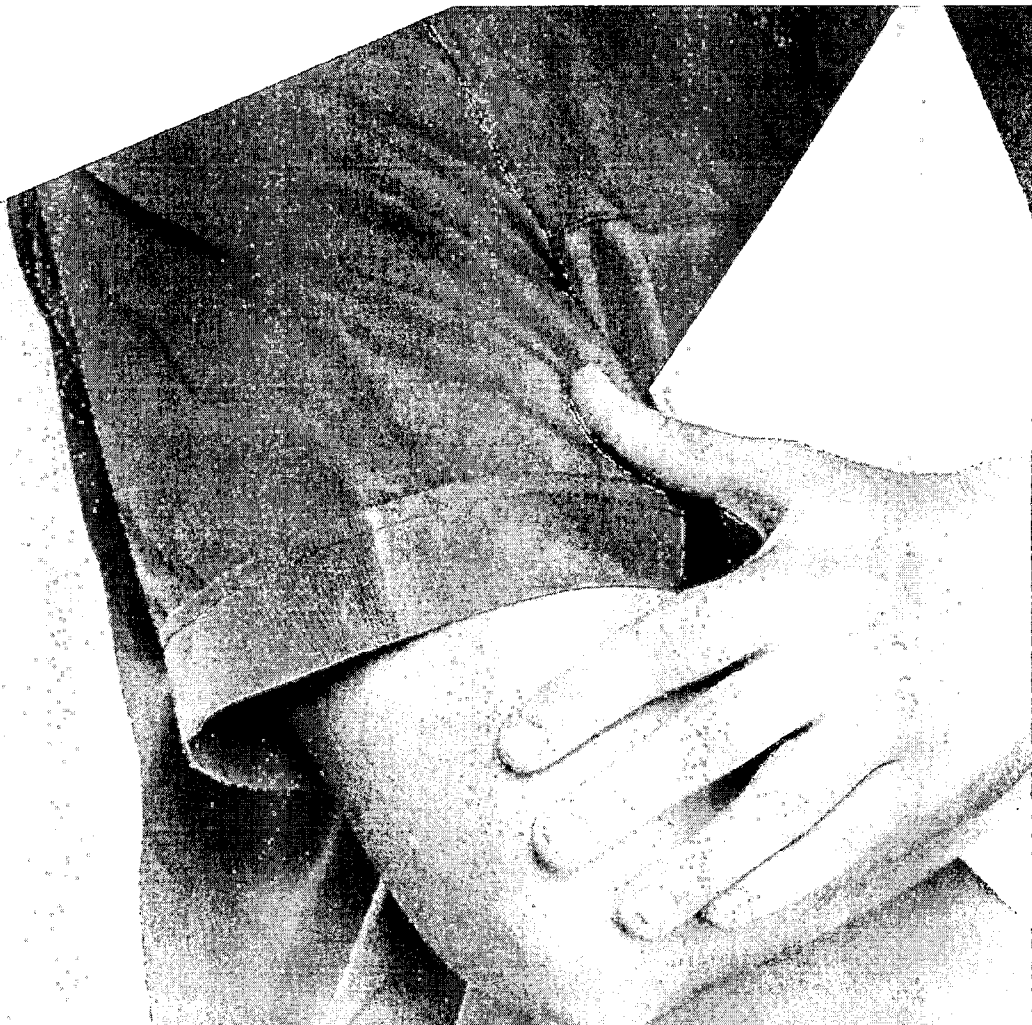
EXHIBIT A - ROUTE-BASED PICKUP MEDICAL WASTE TREATMENT AND DISPOSAL

The Customer desires to exclusively engage Provider to treat and transport Medical Waste (including but not limited to medical waste, sharps waste and regulated medical waste) that is collected from the Customer's facilities. Provider agrees to treat and transport Medical Waste on the terms and conditions set forth in this agreement.

Now, therefore, in consideration of their mutual promises as set forth herein, the parties agree as follows:

1. Definitions.

- a. **"Medical Waste"** means UN3291 Regulated Medical Waste, which includes sharps and non-sharps wastes that meet the definition of regulated medical waste under 29 CFR 1910.1030 or 49 CFR 173.134 or specific state definitions of such waste. Infectious substances arising from the agents listed under 42 CFR 72.3 shall be contained and packaged according to this section and Sharps notified prior to transport. Specific medical wastes with infectious substances include:
 - i. **"Trace Chemotherapy Waste"** - discarded items which may have been contaminated by chemotherapeutic, cytotoxic or antineoplastic drugs and / or agents, provided that such items, including vials and syringes, shall be "empty" as defined in applicable federal, state, county or municipal laws, regulations and guidelines. This may include Personal Protective Equipment ("PPE") including gloves, masks, gowns, barriers used in the preparation and dispensing of these agents, as well as IV tubing, bottles / bags, needles / syringes, drug vials and spill kits. This waste category must be contained and identified for incineration.
 - ii. **"Pathological Waste"** - human biopsies and tissue samples, animal biopsies and tissue samples; lab cultures, laboratory containers, vaccines and vaccine production related waste and microbiological specimens. This waste category must be contained and identified for incineration.
 - b. **"Sharps Waste"** means needles, syringes, scalpels, culture slides, culture dishes, broken capillary tubes, broken rigid plastic and exposed ends of dental wires.
 - c. **"Pharmaceutical Waste"** means drugs that are disposed of because they can no longer be used for their intended purpose (i.e., usable for patients). These drugs must be segregated and packaged based on inventory drugs, patient-dispensed drugs, controlled substances, hazardous drugs and non-controlled / non-hazardous drugs. This waste category must be contained and identified for incineration. This waste includes drugs that are: partially used with remaining drug usable, opened or removed from the manufacturer's original packaging and not dispensed or given to a patient, not eligible for return to the manufacturer for credit consideration, patient-dispensed, dropped on the floor, out of date and needs to be destroyed, vials with the safety cap or seal removed including both full and partial vials, unused or partial IV bags with a pharmaceutical drug added/instilled in the IV bag, discontinued and/or not suitable for re-use, pharmaceutical products with patient prescription label attached and outdated pharmaceutical samples.
 - d. **"Non-Conforming Waste"** means (i) any waste or other material not falling within the definition of Medical Waste, Sharps Waste or Pharmaceutical Waste; and, to the extent not covered by clause (i), (ii) fetal remains and human torsos and heads; (iii) organs, amputated limbs, animal carcasses; (iv) radioactive, reactive, corrosive, ignitable or toxic wastes and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines; (v) pharmaceutical materials (except as allowed under subsection (a) of this section or the extent that Provider gives prior written approval and the pharmaceuticals are packaged according to instructions provided); (vi) RCRA characteristic chemotherapy waste which had an alcohol base that makes the mixture ignitable, such as Vepesid; and (vii) Chlorabucil, Cyclophosphamide, Daunomycin, Melphalan, Mitomycin C, Streptozotocin, and Uracil Mustard (which are listed RCRA Hazardous Wastes and must be managed as such). "Non-Conforming Waste" shall also include improperly classified and/ or improperly packaged segregated identified as unacceptable under any Provider waste acceptance protocol in effect during the term of this agreement.
 - e. **"Missed Pickup"** means when Provider comes on a scheduled pickup and the waste is not made available.
Example: office is closed.
2. **Services and Precautions.** Provider shall accept transport, treat and arrange for disposal of Customer's Medical Waste at fully permitted treatment locations. The Customer shall not provide to Provider any Non-Conforming Waste or any waste identified by Provider as unacceptable, any said non-conforming waste will be returned at an additional cost to the Customer, and/or treated, removed, stored at an additional cost to the Customer, as determined by Provider. For purposes of exercising its rights under this Provision, Provider shall have the right (but not the obligation) to inspect the contents of any container prior to pick up or after accepted. Provider requires human remains, fetuses/product of conception and cadavers (intact or otherwise) to be segregated from the medical waste stream. Provider will not accept these materials. Collectors/Bins which are overflowing, or have excess weight will incur an additional fee.
3. **Ownership of the system and Accessories.** During and after the Term, all Collectors/Bins and other equipment of the System, shall be and remain the property of Provider.



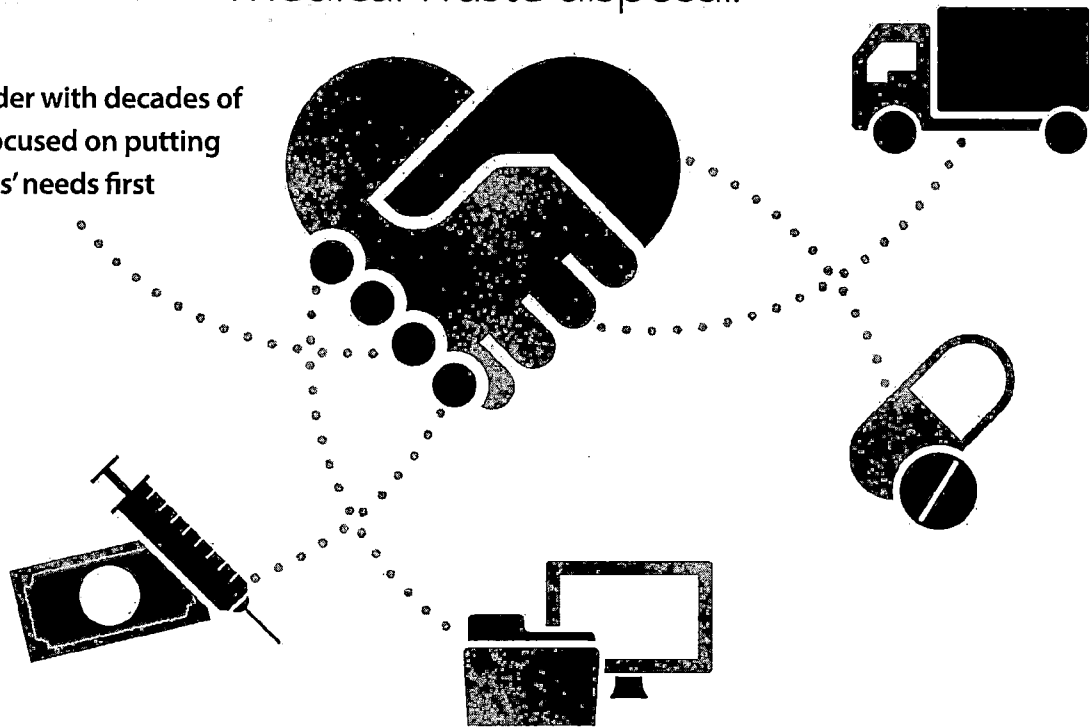
Date:
6/15/2022

Prepared for:
Canola County Detention Center

Prepared by:
Todd
(713) 353-1178
tcluxton@sharpsinc.com

Partner with Sharps Compliance
to save money on your
medical waste disposal.

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experience focused on putting
the customers' needs first


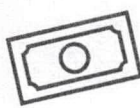






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with a Leading National Provider

- ☑ Straightforward agreements with standard terms
- ☑ No hidden fees – all-inclusive rates with no surprises
- ☑ Fully permitted vehicles and treatment facilities offer complete compliance
- ☑ Single-source provider for medical, pharmaceutical, and hazardous waste management
- ☑ Sharps containers available for your convenience
- ☑ Regulatory compliance resource via online hub
- ☑ Online tools for OSHA-required employee training and waste manifests
- ☑ DEA reverse distributor for collecting and disposing of inventory-controlled substances

Proposal

Medical Waste Service Fees

Service Frequency Facility pickups will occur from 8 a.m. to 5 p.m. Monday through Friday.		On Call
Service Charge Service charge includes our stop fee, plus included RMW container(s) as noted below. Does not include specialty waste (trace-chemotherapy/pathological/non-hazardous and non-controlled pharmaceuticals).		\$100.00
Large Container(s)/Box(es) Included This is the number of containers included with the service charge.		Two
Additional RMW Container/Box Charge Additional RMW containers are charged as-needed, i.e., if volume surpasses expected service charge.		\$35.00
As-Needed Specialty Waste Container Charge Price per container for Trace Chemotherapy/Pathological/Non-hazardous & Non-controlled Pharmaceuticals		\$90.00
Large Container/Box Type Sharps Compliance will provide regulation waste containers with labels, tape, and red bag for proper DOT packaging.		4.3-Cubic Foot Corrugated Fiberboard

Taxes are applicable to medical waste management services. Each container has a maximum return weight of 45 pounds. There will be a charge of \$1.50 per pound over the maximum return weight of 45 pounds per container. With proper segregation, this fee should be easily avoidable. In the event of a missed pickup or no-waste pickup, Sharps will apply the Service Charge. Plan your frequency accordingly to match your needs, and this is an avoidable fee. While these fees are not optimal, we need to ensure employee safety with proper container weights and provide the most efficient preplanned routes for all customers.

Container rates are determined by type of waste managed. Standard regulated medical waste (RMW) will be treated via autoclave steam sterilization with specialty waste (trace chemotherapy/pathological/non-hazardous and non-controlled pharmaceuticals) treated via incineration. All treatment is performed at fully licensed and permitted facilities.



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One Simple Solution for Disposing of Excess Pharmaceuticals

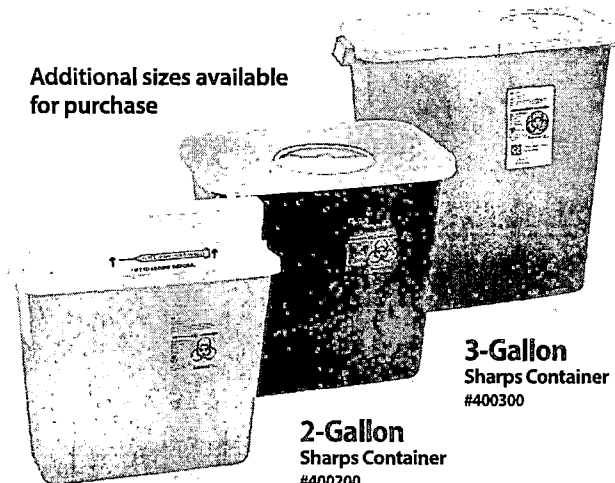
Pharmaceuticals Accepted

- RCRA Hazardous
- Controlled Pharmaceutical Wastage
- Non-Controlled, Non-Regulated

Call for pricing and availability in your area.

Sharps Containers

Additional sizes available for purchase



5-Quart Sharps Collection Container Counterbalance Lid #400050

2-Gallon Sharps Container #400200

3-Gallon Sharps Container #400300



Let Sharps Compliance manage your hazardous waste

- ✓ Solvent-based Liquid Wastes
- ✓ RCRA Pharmaceuticals
- ✓ Universal Wastes
- ✓ Aerosols

If you have these or any other hazardous waste materials, call for a waste profile and management plan to store, transport, and treat your waste.

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