

ADDENDUM TO BIOMEDICAL WASTE DISPOSAL SERVICES AGREEMENT
between
Laramie County, Wyoming and MedPro Waste Disposal, LLC

THIS Addendum is made and entered into by and between Laramie County, 310 West 19th Street, Cheyenne Wyoming, 82001 (COUNTY) and MedPro Waste Disposal, LLC, 1751 W Diehl Rd Ste 400, Naperville, IL 60563 (CONTRACTOR). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the MedPro Disposal Service Agreement General Terms and Conditions for biomedical waste management (Agreement), and incorporated into this Addendum by this reference as 'Attachment A', between COUNTY and CONTRACTOR.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in full force and effect until the Agreement is completely performed or terminated.

III. MODIFICATIONS

The following paragraphs under the General Terms and Conditions are modified as follows:

- A. The following sentences of the ¶ titled "Terms, Exclusivity and Renewal" are stricken out and are of no force and effect:
 - i. "This Agreement shall automatically renew for successive terms equal to the original Term ("Extension Term") unless either party gives 60 days' notice in writing to the other party during the last 6-month period prior to the renewal date of its desire to terminate this Agreement."
 - ii. "Customer agrees to use no other medical waste disposal service or method during the Term of this Service Agreement and any Extension Term(s)."
- B. The ¶ titled "Indemnification" is stricken out in its entirety, and is of no force and effect, and shall be replaced with the following provision:

"To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the negligence or willful misconduct of COUNTY or its employees.

CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.”

- C. The ¶ titled “Savings Clause” is stricken out and of no force and effect, and shall be replaced with the following provision:

“If any provision of the Agreement and this Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY or the CONTRACTOR is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Agreement and this Addendum are fully severable.

- D. The ¶ titled “Mandatory Arbitration” is stricken out in its entirety and is no force and effect, and shall be replaced with the following provision:

“The parties mutually understand and agree that the Agreement and this Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming without regard to conflicts of law principles. If any dispute arises between the parties from or concerning the Agreement and this Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. This provision is not intended nor shall it be construed to waive COUNTY’s governmental immunity as provided in the Agreement and this Addendum.”

- E. The ¶ titled “Miscellaneous,” second sentence is stricken out is of no force and effect.

- F. In the ¶ titled “Regulated Medical Waste Services” the following sentence shall be stricken out and is of no force and effect:

“Customer shall be liable for any and all injuries, losses and damages resulting from Non-conforming waste.”

IV. ADDITIONAL PROVISIONS

A. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under the Agreement and this Amendment or of any cause of action arising out of the performance of the Agreement and this Amendment.

B. Entire Agreement: The Agreement (6 pages, inclusive of the Service Agreement, the Terms and Conditions, and the Regulated Medical Waste Acceptance Policy) and this Addendum (5 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Modification: The Agreement and this Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

D. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement and this Addendum.

E. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

F. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing the Agreement and this Addendum to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

G. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.*, by entering into the Agreement and this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement and this Addendum.

H. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and this Addendum shall operate only between the parties to the Agreement and this Addendum, and shall inure solely to the benefit of the parties to the Agreement and this Addendum.

I. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Agreement and this Amendment described herein. No staff member of MedPro Disposal, compensated either partially or wholly with funds from the Agreement and this Addendum, shall engage in

any conduct or activity which would constitute a conflict of interest relative to the Agreement and this Addendum.

J. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by MedPro Disposal, the Agreement and this Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Agreement and this Addendum in order to acquire similar services from another party.

K. Addendum Controls: Where a conflict exists or arises between any provision or condition of the Agreement and the Addendum, the provisions and conditions set forth in this Amendment shall control.

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ADDENDUM TO BIOMEDICAL WASTE DISPOSAL SERVICES AGREEMENT
between
Laramie County, Wyoming and MedPro Waste Disposal, LLC

Signature page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: MEDPRO WASTE DISPOSAL, LLC

By: Alex Bromley Date 11/24/2020
Alex Bromley

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 11/24/2020
Gladys Ayokosok, Deputy Laramie County Attorney

SERVICE AGREEMENT

Pricing Valid if Signed By 12/04/2020



Customer Service
866-924-9339 (opt. 0)
support@medprodisposal.com
medprodisposal.com/login

SERVICE ADDRESS

BILLING ADDRESS

☐ Click Here if Same as Service Address

Company: Laramie County Sheriff's Dept.
Address: 1910 Pioneer Ave,
Cheyenne, WY 82001

Company:
Address: Street 1
Suite / Unit #
City / State / Zip , Select.

SERVICES OFFERED

MEDICAL WASTE DISPOSAL

Service Frequency	Every Other Month (6 Stops Annually)	
Allotted Containers per Pickup	1	\$67.50 Per Month
Rate per Additional Container	\$60.00	

IMPORTANT NOTE ABOUT SERVICE RATES

The rates quoted in this agreement and performance of future services are contingent upon enrollment in Auto Pay. Your service start date may be delayed if not enrolled in Auto Pay.

I acknowledge that enrollment in Auto Pay is required to begin service unless an exemption is granted. If Auto Pay exemption is granted, I consent to a recurring \$10.00 surcharge on invoices, which will be reduced to \$5.00 surcharge if enrolled in Auto Pay via credit/debit card. This surcharge will be waived if enrolled in Auto Pay via eCheck.

Special Notes / Comments

By signing below, 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 has read and agrees to be bound by and comply with the Terms and Conditions and MedPro Waste Disposal LLC's Waste Acceptance Policy, both of which are contained herein and are integral parts of this Agreement. Customer agrees that this Agreement cannot be denied legal effect solely because an electronic record may be used in its approval.

Customer	Title	
Please Print	Date	(Effective Date)
MedPro Waste Disposal, LLC	Title	MedPro Disposal Representative
Print	Date	

REQUESTED SERVICE INFORMATION

REQUESTED FIRST DATE OF SERVICE:

Please Provide Your Facility Hours Below

Monday

Tuesday

Wednesday

Thursday

Friday

Please note if your office closes for lunch or there are times when no one is on site to meet our driver.

Office Hour Notes:

Please provide any service or waste storage instructions, such as who the driver should speak with when on site.

Pickup Instructions:

Please allow 7-10 business days for MedPro Disposal operations to confirm when first date of service will occur.

ON-SITE WASTE CONTACT

Contact

First Name

Last Name

Title

Email

Phone

ACCOUNTS PAYABLE CONTACT

Contact

First Name

Last Name

Title

Email*

*Required. This is where invoices will be email to. You can provide an additional or alternative email address on the next page.

Phone

Getting Started with MedPro Disposal

1

Upon signing and returning this agreement, your MedPro Disposal rep will verify all information is accurate to ensure a smooth transition to our services. Next, our Operations Team will be notified of your requested first date of service and begin working with local operations to schedule service.

2

After providing you with a scheduled start date from local operations, the remainder of your account setup will be handled by our Customer Advocate Team. This includes setup in our customer portal where you will be able to open support tickets, view and pay invoices, and download copies of waste destruction manifests. If you signed up for OSHA compliance training, you'll receive access at this point.

3

A service reminder will be sent to the above on-site contact a few days prior to the scheduled first pickup. Your first invoice will be sent out at the beginning of your first month of service and our team of Customer Advocates will be available to assist you with any questions you may have. Otherwise, you are now free to enjoy the benefits of being a MedPro Disposal customer!

E BILL AND AUTO PAY AUTHORIZATION FORM

Please sign and complete the form below to sign up for eBill (emailed invoices) and to enroll your account in Auto Pay by securely storing your credit/debit card or checking account information on file for automatic payment of future invoices.

eBill Signup

Please input the preferred email address to receive invoices:

☐

Use Accounts Payable contact email address provided on prior page.

Auto Pay Authorization

IMPORTANT NOTE ABOUT SERVICE RATES

The rates quoted in this agreement and performance of future services are contingent upon enrollment in Auto Pay. Your service start date may be delayed if not enrolled in Auto Pay.

I acknowledge that enrollment in Auto Pay is required to begin service unless an exemption is granted. If Auto Pay exemption is granted, I consent to a recurring \$10.00 surcharge on invoices, which will be reduced to \$5.00 surcharge if enrolled in Auto Pay via credit/debit card. This surcharge will be waived if enrolled in Auto Pay via eCheck.

Laramie County Sheriff's Dept. authorizes MedPro Waste Disposal, LLC to charge the payment method listed below for payment of all contracted services. Payments will be processed on or after the invoice date.

Note: Any sensitive information entered below will be hidden/masked prior to being securely transmitted.

Credit Card Information

Card Type:

☐

 Visa

☐

 MasterCard

☐

 AMEX

☐

 Discover

☐

 None/Cancel

Name on Card:

Card Number:

Expiration Date:

/

CVV #

Month (mm)

Year (yy)

(3 or 4-digit code)

Billing Street:

City / State / Zip:

eCheck Bank Account Information	
Name on Account:	
Bank Account Number:	
Bank Routing Number:	

SIGNATURE

DATE _____

I authorize MedPro Waste Disposal, LLC to charge the credit/debit card or checking account indicated in this authorization form per the terms outlined above and the attached Terms and Conditions. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the business in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. This payment authorization is for the type of bill indicated above. I certify that I am an authorized user of this credit card or checking account and that I will not dispute the payment with my credit card company or bank; provided the transactions correspond to the terms indicated in this authorization form. The products and services being purchased through your Service Agreement may be subject to additional cost increases after the purchase date. I understand that I may be charged these post-purchase amounts for reasons including but not limited to legislative changes, increased costs of fuel, and escalated operational costs, require MedPro Waste Disposal, LLC to implement operational changes to comply with documented laws or cost escalations. I consent to these post-purchase price increases, and I authorize MedPro Waste Disposal, LLC to charge my credit card or checking account for these. This or any future Payment Authorization Forms that may replace this form cannot be revoked unless and until all amounts due hereunder have been paid in full. The payment information provided herein, on future Payment Authorization Forms, in MedPro Disposal's customer portal, or directly to a representative of MedPro Disposal may be used to collect any past due balances and/or early termination fees, the latter of which are calculated as fifty percent (50%) of the value of the remaining contract upon notice of contract termination.

GENERAL TERMS AND CONDITIONS

Terms, Exclusivity and Renewal. This Agreement shall begin on the date of Customer's signature as set forth above ("Effective Date") and run for a term ("Term") of 36 months from the First Date of Service. This Agreement shall automatically renew for successive terms equal to the original Term ("Extension Term") unless either party gives 60 days' notice in writing to the other party during the last 6-month period prior to the renewal date of its desire to terminate this Agreement. Should Customer terminate this agreement prior to the expiration of the Term or Extension Term(s), Customer shall pay to MedPro Disposal all outstanding amounts and fifty percent (50%) of the value of the remaining contract ("Termination Fee"), and Customer shall execute a "Service Agreement Early Termination Request" or other cancellation form provided by MedPro Disposal to Customer. In the event MedPro Disposal issued to Customer one or more months of services hereunder free of charge or discounted (collectively, the "Promotional Periods") as the number of such Promotional Periods shall be set forth under "Special Notes / Comments" on the first page of the Service Agreement, and thereafter Customer terminates the Agreement prior to the expiration of the Term or Extension Term(s), then in addition to any other amount payable by Customer under this paragraph, Customer agrees to pay MedPro Disposal for the Promotional Periods at the rates for the applicable services in effect as of the date of termination. In the event Customer adjusts services during the original Term, or any Extension Terms, resulting in a reduction in the value of the Agreement, Termination Fee shall be calculated based on the original Agreement value. As of the date of termination, MedPro Disposal shall have no further obligation to Customer. MedPro Disposal reserves the right to charge any such amount due on termination to the credit card account or eCheck account specified by Customer in the Payment Authorization Form executed and delivered by Customer in connection with the Service Agreement. MedPro Disposal reserves the right to terminate this Service Agreement at any time by giving Customer 60 days' written notice in the event that MedPro Disposal is unable to continue performing its obligations under this Service Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Service Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in MedPro Disposal's sole discretion, to continue performing this Service Agreement. Customer agrees to use no other medical waste disposal service or method during the Term of this Service Agreement and any Extension Term(s). If Customer determines that it has a previous binding contractual obligation for medical waste services, Customer can temporarily interrupt this Service Agreement to meet its obligation under any prior third-party service agreement disclosed to MedPro Disposal on or before the Effective Date; provided, however, that once the prior obligation owed to a third-party service provider is met, Customer will honor all the terms of this Service Agreement. If there is an interruption of this Service Agreement, the Term of this Service Agreement will be extended by the same amount of time as the interruption.

Pricing. MedPro Disposal agrees to lock in current pricing for one (1) year from the Effective Date of this agreement. Thereafter, MedPro Disposal reserves the right to adjust the contract price at any time in the event that either internal and/or external costs or opportunities require such adjustment in MedPro Disposal's sole discretion. MedPro Disposal shall give Customer written notice at least thirty (30) days prior to any increase in pricing. Price increases shall not exceed 3% annually.

Billing. MedPro Disposal shall submit regular invoice statements via electronic mail to Customer for services rendered. Payments are due upon receipt; unpaid balances after 30 days of the date of the invoice are subject to a minimum late fee of \$25.00. MedPro Disposal reserves the right to terminate this Agreement immediately upon delivery of notice in the event any invoice or portion thereof remains unpaid for ninety (90) or more days from the date of receipt of invoice, and in such event Customer shall pay to MedPro Disposal the Termination Fee described above. As of the date of termination under this paragraph, MedPro Disposal shall have no further obligation to Customer. Customer will have the option to decline paperless invoices and receive paper invoices by notifying MedPro Disposal in writing, at which point MedPro Disposal will have 30 days to update to the preferred billing method. MedPro Disposal shall conduct a periodic audit of Customer's invoices and services rendered. MedPro Disposal reserves the right to bill Customer for any services rendered but not billed for if found during said periodic audit. MedPro Disposal reserves the right to bill for all applicable federal, state and local taxes and assessments, including retroactive adjustments for the same. Customer shall bear any costs that MedPro Disposal may incur in collecting overdue amounts from Customer, including but not limited to reasonable attorney fees, court costs, collection agency costs, and administrative collection costs. MedPro Disposal reserves the right to suspend its services under this Agreement until any overdue amounts, including interest and collection fees, are paid. By authorizing MedPro Disposal to store and charge a payment method such as a credit card, debit card, or checking account charge a credit card for the fees associated with this Service Agreement, you are authorizing MedPro Disposal to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs MedPro Disposal of the new replacement card account) for all fees or charges associated with this Service Agreement including any renewal fees as described herein. You authorize the card issuer to pay any amounts described herein and authorize MedPro Disposal to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full. Customer will be responsible for any costs incurred in the collection of such amounts including, but not limited to non-sufficient fund fees, chargebacks, and more. In the event that Customer opts out of Auto Pay and does not meet credit worthiness, as determined by MedPro Disposal at its sole discretion, MedPro Disposal may require a refundable security deposit, in proportion to the total contract price, to be paid and kept on account in advance of services being provided. Security deposit will be refunded or applied to final invoices upon termination of Agreement.

Communication. Customer consents that MedPro Disposal may communicate via phone, postal mail, email or fax. Communication may include service or billing-related notices, notices required by law, and company news or special offers. If Customer wishes to opt-out of solicitations communicated via email or fax, MedPro Disposal agrees to comply with all applicable laws to honor such request.

Marketing. Customer agrees to be contacted by MedPro Disposal for requests to serve as reference for potential customers considering signing with MedPro Disposal, but is under no contractual obligation to comply with said requests. Customer consents that non-sensitive correspondence with MedPro Disposal may be used for promotional purposes, including, but not limited to: published testimonials, quotes in marketing content, or telesales efforts.

Right to Subcontract Service. MedPro Disposal reserves the right to utilize a subcontractor to provide service to Customer per the terms of this Agreement.

Waste Brokers. MedPro Disposal reserves the right to deal solely with Customer, and not with any third-party agent(s) of Customer, for all purposes relating to this Service Agreement. Customer represents and warrants to MedPro Disposal that Customer is the medical waste generator and is acting for its own account and not through a broker or agent. In the event that Customer breaches any representation and warranty set forth in this Section, MedPro Disposal shall have the right to terminate this Service Agreement, immediately upon written notice to Customer, and to seek all available legal remedies, including without limitation liquidated damages in the amount set forth in this Service Agreement, if applicable, or, alternatively, in MedPro Disposal's sole discretion, in the amount of the Termination Fee.

Performance. MedPro Disposal and/or its subcontractor shall exercise standards of care reasonable to the medical waste disposal industry in its performance of this Service Agreement. Other than as expressly set out in these terms and conditions, neither MedPro Disposal nor its Subcontractors make any representations or warranties about the services to be performed under the Agreement, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement or the reliability or availability of the services, or ability of the services to meet customer's needs. MedPro Disposal provides the services on an "as-is" basis. The Parties agree that a missed pick-up shall not be a breach of this Agreement; should such an event occur, MedPro Disposal shall have 15 business days to resolve the event. MedPro Disposal nor its subcontractor shall be responsible if its performance of this Agreement is delayed or interrupted by acts or contingencies beyond its own control including acts of God, war, blockades, riots, explosion, strikes, lockouts, fire, accidents to equipment, labor or industrial disturbances, injunctions or compliance with laws, regulations, guidelines or order of any governmental body now existing or hereafter created.

Indemnification. Customer agrees to indemnify and hold MedPro Disposal and its present and future employees, members, managers, officers, directors, agents, subcontractors and assignees harmless for and from all liability, loss, damage or expense, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses including reasonable attorney fees, cost of defense or settlement which any or all of them may sustain, suffer, incur, be responsible for, or pay, by reason of or arising out of, directly or indirectly, the negligent or willful conduct of Customer, including but in no way limited to (1) the failure of Customer to properly store, package, label or segregate waste to be transported, legally processed and disposed of by MedPro Disposal or its subcontractor, (2) any liability or damages arising from Non-Conforming Waste, (3) the failure of Customer to appropriately utilize the Compliance Program Subscription provided by MedPro Disposal to Customer; (4) the breach by Customer of any of the terms or provisions of this Agreement, including the Waste Acceptance Policy, or any misrepresentation made by Customer under or in connection with this Agreement, or (5) any negligent or willful act or omission by Customer, its employees or agents in the performance of this Agreement.

Independent Contractor. MedPro Disposal's relationship with Customer is that of an independent contractor and nothing in this Agreement shall be construed to designate MedPro Disposal as an employee, agent, or partner of Customer.

Assignment. At any time and from time to time from and after the Effective Date, MedPro Disposal, any assignee, or any subsequent assignee, in its sole discretion, may assign this Addendum, the original Service Agreement, and any previous addendum or amendment to the original Service Agreement and any subsequent addendums or agreements signed between Customer and MP1 Solution LLC, any assignee, or any subsequent assignee (all of the foregoing, collectively, the "Agreement") to any assignee or subsequent assignee, in each case without obtaining the consent of, or providing notice to, Customer. Notwithstanding the assignment effected by this Addendum or any subsequent assignment of the Agreement, MedPro Disposal may continue to perform billing services with respect to Customer on behalf of MP1 Solution LLC, any other assignee, or any subsequent assignee. Customer may not assign the Agreement without the prior written consent of the then-current counterparty thereto (i.e., MP1 Solution LLC, its assignee, or any subsequent assignee). In the event of any assignment of the Agreement pursuant to the foregoing, the assigning party shall (i) guarantee the assignee's performance of all obligations of the assigning party under the Agreement and (ii) cause the assignee to assume in writing all obligations of the assigning party under the Agreement. The rights and obligations of the Agreement shall bind and benefit any permitted successors or assigns of the parties.

Savings Clause. In case one or more provisions contained herein 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 findings shall impair the rights or increase the obligations of MedPro Disposal in which event, at MedPro Disposal's sole discretion, this Agreement may be terminated.

Entire Agreement. 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.

Mandatory Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Chicago, Illinois. The arbitration shall be governed by the laws of the State of Illinois. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The standard provisions of the Commercial Rules shall apply. Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so.

Miscellaneous. All amendments to this Service Agreement shall be affected only by a written instrument executed by all parties. This Service Agreement is executed in the State of Illinois and 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. All required notices or those which the parties may desire

Terms and Conditions for Medical Waste Disposal Program

Initials Required

Regulated Medical Waste Services. MedPro Disposal and/or its subcontractor shall ensure the collection, transportation, treatment and disposal of all Regulated Medical Waste (except Non-Conforming Waste) generated by Customer during the term of this Agreement. Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in MedPro Disposal and/or its subcontractor at the time it is loaded onto MedPro Disposal and/or its subcontractor'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; waste will be considered nonconforming if it has constituents, characteristics, components or properties not included as acceptable waste on the Waste Acceptance Policy or is not properly labeled, packaged, or segregated as required by law. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 112.202 (Manifest). MedPro Disposal employees or subcontractors may refuse containers that are determined to be Non-Conforming waste as identified in the Waste Acceptance Policy (WAP), attached hereto and incorporated herein by reference. Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations in waste containers for disposal. Customer represents and warrants that (1) the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive", or Non-Conforming Wastes as defined by all applicable laws, regulations and the WAP, (2) the waste strictly conforms to MedPro Disposal's WAP and their local laws and regulations concerning Regulated Medical Waste, and (3) Customer has reviewed the attached WAP and its complete definitions and requirements. Customer shall be liable for any and all injuries, losses and damages resulting from Non-Conforming Waste. MedPro Disposal reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations.

Compliance with Laws and Record Keeping. As of the date of this Agreement, MedPro Disposal hereby agrees to carry general liability, workman's compensation, and automobile liability insurance as required by applicable state and federal laws, rules, and regulations. MedPro Disposal further states that it has obtained all necessary permits, licenses, and other local, state or federal authorizations required to perform services hereunder and shall furnish copies thereof to Customer upon request. Customer hereby agrees to comply with all federal, state, county, and municipal laws and ordinances and all lawful orders, rules, regulations, and guidelines. MedPro Disposal and Customer shall keep and retain adequate records and other documentation including but not limited to manifests and other tracking records or reports consistent with and for the periods required by regulatory requirements pertaining to performance of the medical waste services required by this Agreement.

Packaging. Customer is solely responsible for packing regulated medical waste as outlined per the U.S. Dept. of Transportation, OSHA, or as defined by any other federal, state, county, or local laws and regulations. Customer must store regulated medical waste in the containers provided by MedPro Disposal and/or its subcontractor. MedPro Disposal and/or its subcontractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any regulated medical waste which, in MedPro Disposal's and/or its subcontractor sole judgment, cannot be transported in a lawful manner without a risk of harm to the public health and environment. Improperly packaged, wet, leaking, overweight, or damaged containers are subject to rejection or possible overage and/or repackaging fees. Customer shall hold title to any non-conforming waste at all times, whether refused for collection or returned to Customer for proper disposal after collection.

Additional Locations. If Customer acquires, leases, takes control or otherwise adds a location that generates medical waste in a service area covered by MedPro Disposal, Customer shall notify MedPro Disposal of the new location and be eligible to receive the then current rates via an addendum. If Customer's new location is party to an existing agreement for similar services by a vendor other than MedPro Disposal: (i) Customer will use commercially reasonable efforts to migrate to MedPro Disposal if that option exists; and/or (ii) such locations shall immediately become a MedPro Disposal Customer location upon the expiration of such agreement.

MedPro Disposal Additional Services

MedPro Disposal and Customer may, from time to time, enter into one or more additional addenda for MedPro Disposal's provision of additional products or services to Customer, in which event, such addenda will be added to and form a part of the Service Agreement and be subject to the terms and conditions set forth herein; *provided, however*, that any such addendum may provide for a modified term, renewal conditions or other commercial terms with respect to the additional product(s) or service(s) and any such modified terms will apply only with respect to the product(s) or service(s) identified in the applicable addendum.

MedPro Medical Waste Disposal Waste Acceptance Policy

MedPro Waste Disposal policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. To ensure that neither MedPro Disposal nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Contact your MedPro Disposal representative at 866-924-9339 or service@medprodisposal.com for further information.

MedPro Waste Disposal Accepts the following Regulated Medical Waste:

- Infectious waste – solidified blood, blood products, bodily fluids; Laboratory wastes (cultures, viruses, test tubes, culture plates); Contaminated equipment, Instruments and disposal material; Sharps in rigid, puncture-resistant sharps containers; IV tubing and bags, catheters; Disposable gloves and gowns, dressings; Human dialysis waste material; Disposable material contaminated with isolation waste. [29 CFR 1910.1030 \(g\)\(1\)\(ii\)\(A\)](#)
- Trace Chemotherapy Waste – Empty drug vials, syringes, spill kits, IV tubing and bags; Contaminated gloves and gowns; Chemotherapy containers must have less than 1 inch of fluid remains or no more than 3% by weight of the original quantity remains.
- Pathological waste for incineration – Human or animal tissue & surgical specimens.
- Non-Hazardous Non-Controlled Pharmaceutical Waste.
- Pharmaceutical waste must be characterized and certified as non-RCRA hazardous material by generator. Additional packaging and protocols apply. See MedPro Waste Disposal representative for details.
- Waste must be packaged separately and not co-mingled with RMW.

MedPro Waste Disposal Does NOT Accept:

- Category A infectious waste.
- An infectious substance which is transported in a form that, when exposure to it occurs, can cause permanent disability, life-threatening or fatal disease in otherwise healthy humans or animals.
- Remains of a human fetus.
- Chemicals – including but not limited to: Formaldehyde, acids, alcohols, and waste oil.
- Hazardous Waste – including but not limited to: Used Solvents, Old Batteries, Drums or other containers with hazardous warning symbol.
- Radioactive Waste – any container with a radioactive level that local EPA limits.
- RCRA Pharmaceutical Waste.
- Complete Human Remains (including fetuses, heads, cadavers, full torsos and fetal material (specialized pathological material))
- Bulk Chemotherapy Waste
- Compressed Gas Cylinders, Inhalers Aerosol Cans or other similar Containers.
- Solid Waste.
- Glass Thermometers, Sphygmomanometers, and Other Medical Devices or Solutions Containing Mercury
- Mercury-containing dental waste including tooth extractions, non-contact and contact amalgam/products, chairside traps, amalgam sludge or vacuum pump filters, and empty amalgam capsules.

Packaging and Labeling of Medical Waste

- Boxes or reusable containers are to be marked with the universal biohazard symbol and UN 3291.
- Autoclave Waste, Incineration Waste, and Non-Hazardous Pharmaceutical Waste are to be placed in separate, color coded containers and properly labeled as such.
- Place all acceptable medical waste in approved biohazard bags.
- Place all sharps in rigid, puncture-resistant sharps containers, color coded and marked with the universal biohazard symbol.
- Bags must be tied closed when they are full.
- Boxes must be taped along the bottom seams and sealed with tape when full and stored.
- Lids must be securely placed on containers when full.
- Store containers in a secure area until the next collection.

Customer is solely responsible for packing regulated medical waste as outlined per the U.S. Dept. of Transportation, OSHA, or as defined by any other federal, state, county, or local laws and regulations. Customer must store regulated medical waste in the containers provided by MedPro Disposal or its affiliates.

Proper packaging and segregation of medical waste reduces the potential for accidental release of the contents and exposure to employees and the public. All MedPro Waste Disposal customers are provided with packaging instructions that describe maximum weights, proper sealing/closure of inner bags and outer containers and proper packaging of sharps. These instructions are designed to be in compliance with the packaging requirements of 49 CFR 173.197, which require that waste be packaged in a container that is:

1. Rigid.
2. Leak resistant.
3. Impervious to moisture.
4. Of sufficient strength to prevent tearing or bursting under normal conditions of use and handling.
5. Sealed to prevent leakage during transport.
6. Puncture resistant for sharps and sharps with residual fluids.
7. Break resistant and tightly lidded or stoppered for fluids in quantities greater than 20 cubic centimeters. Waste identified as cultures and stocks must conform to appropriate DOT PG H packaging requirements.

Initials Required

MedPro Waste Disposal may refuse containers that are improperly packaged, leaking, damaged or likely to create risk of exposure to employees and the public. Proper segregation and packaging of medical waste is essential for safe handling and transportation of regulated medical waste. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to Customer for proper disposal after collection.

Please contact MedPro Waste Disposal to review if any special waste generated within your facility is subject to specific waste policies based on state or permit specific requirements. Please contact your MedPro Waste Disposal Customer Advocate for additional information regarding container and labeling requirements.