



FLOYD COUNTY BOARD OF EDUCATION
Henry Webb, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-8862
www.floyd.kyschools.us

Jeff Stumbo, Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Rhonda Meade, Member - District 4
Sherry Robinson- Member - District 5

Date: October 24, 2016

Action/Discussion Item: Approve Agreement/Contract between DAROB, INC. and Floyd County Schools and to provide medical waste disposal for the 2016-2017 school year.

Applicable State or Regulations: None

Background and Rationale: Medical waste including sharps and contaminated materials must be disposed of in accordance with OSHA regulations.

Budget/Financial Issues: \$70.00 per 28 gallon container.

Recommended Action: Approval of the agreement/contract.

Contact Person(s): Annette Harris-Ward, RN M.S. Ed.
District Health Coordinator


District Health Coordinator


Superintendent

**Regulated Medical Waste Disposal Agreement For
FLOYD COUNTY BOARD OF EDUCATION**

DAROB, INC., proposes to provide primary medical waste services for FLOYD COUNTY BOARD OF EDUCATION. This waste disposal service meets the requirements and regulations of Federal, State and/or local authorities. Darob, Inc., will provide specially designed containers that meet or exceed all DOT and OSHA regulations. Darob, Inc., will also receive all waste at the location specified by your facility. All waste received will be weighed and manifested with copy left at your facility for record keeping.

TERMS OF AGREEMENT

SERVICES:

The Customer contracts with DAROB, Inc. to collect and transport (to a licensed processing / disposal facility) all of the Customer's regulated infectious, chemotherapeutic and pathological waste. The Customer agrees to use no other medical/infectious waste disposal service during the term of this contract. DAROB, Inc. shall supply all applicable paperwork, equipment, and services in accordance with the terms of this Contract. All reusable equipment shall remain the property of DAROB, Inc. In the event that equipment is lost or damaged while in the Customer's possession, the Customer agrees to pay for its replacement.

PERMITS:

DAROB, Inc. warrants that it has obtained all necessary and appropriate permits and licenses for the removal and transportation of regulated, infectious, chemotherapeutic and pathological waste as set forth below:

E.P.A. #: KY056-00208
Finds #: KY0001575059

Registration # 056-00208
U.S. DOT #: 0740365

TERMS:

The terms of this Contract shall be effective for 12 months from date of signature. This contract will automatically renew on a year to year basis after the current contract expires until a new or renewal contract is signed and returned to DAROB, Inc. or written notice of termination is sent by certified mail 90 days prior to the termination date to the other party. Pricing will be firm for one year. Monthly rate increase of no more than 4% per annually for subsequent remaining years of contract after first year. DAROB, Inc. reserves the right to stop service, with written notice either by fax or mail, to any customer who has not signed and returned a renewal contract.

CUSTOMER'S OBLIGATION:

The Customer agrees to package all Regulated, Infectious, Chemotherapeutic and Pathological waste in accordance with all Local, State and Federal regulations. Customer further agrees not to place and Hazardous, Radioactive, Toxic, Explosive, or Corrosive materials into the waste to be picked up by DAROB, Inc. In the event that said materials are placed into containers picked up by DAROB, Inc., the Customer agrees that they shall be solely liable for any and all required remedial action. The Customer agrees to reimburse DAROB, Inc. for any regulatory fines attributable to the Customer improperly packaging, manifesting or labeling of the waste picked up and transported by DAROB, Inc.

NOTIFICATION:

The Customer agrees to notify DAROB, Inc., either by telephone or fax, 24 hours prior to a scheduled pick up, if they do not require the pick up. In the event that the Customer does not give DAROB, Inc. this notice, a Non-Notification / Transportation fee of \$50.00 will be charged to their account. Any

modifications to the Customer's pick up schedule may result in a price adjustment or a contract extension equal to the number of cancelled or missed pick-ups. In the event that the Customer cancels their contract with DAROB, Inc. prior to the expiration date, an "Early Termination Fee" will be charged to their account. The Customer shall be liable for the remaining dollar value of the contract in addition to any past due invoices and/or any pick-ups that have not been bill yet. The early termination fee will be calculated by the average dollar amount per pick up over the last twelve months of service multiplied by the remaining number of pick ups under the contract.

INDEMNIFICATION:

Customer agrees to indemnify and hold harmless DAROB, Inc. for any claim or loss arising from its operations and DAROB, Inc. will indemnify and hold harmless the Customer for any claim or loss arising from its operations.

CONFIDENTIALITY:

Any and all information relating to the services of this contract, including but not limited to financial, statistical, and personnel data of Customer and DAROB, Inc., shall be kept in confidence by the parties hereto and their employees. The forgoing obligation does not apply to any data that is required by law to be made public.

PAYMENT:

The Customer agrees to pay DAROB, Inc. for any and all services rendered under this contract. All payments are to be made to the address listed on the invoice. Payment terms of this Contract are thirty days from the date of the invoice. Past due invoices will be assessed a \$25 late fee, in addition to a 1.5% per month finance charge on all past due balances. Invoices paid by credit or debit card will be assessed a transaction fee. DAROB, Inc. may immediately suspend service to the Customer, with written noticed either by fax or mail, if the Customer fails to pay any invoice within the NET terms or fails to comply with any and all conditions listed under this contract. The Customer shall bear any and all cost that DAROB, Inc. may incur in collecting past due invoices and/or overdue amounts from the Customer, including, but not limited to, reasonable attorneys fees and court costs.

Definition of Regulated Medical Waste. Medical Waste means those wastes which may spread an infectious disease, or act as a medium for the propagation of infectious disease, or which may reasonably be suspected of harboring pathogenic organisms resulting from the operation of Facility, as described and supplemented by applicable federal, state, or local authority. For purposes of the Agreement, Medical Waste does not include chemicals; mercury contaminated material; radiological waste; barium or other regulated heavy metals; hazardous waste or substances as now or hereinafter defined under the Resource Conservation and Recovery Act or the Comprehensive Environmental Response, Compensation and Liability Act; or toxic substances as now or hereinafter defined under the Toxic Substances Control Act.

DOT Packaging Requirements. All tubs **must** be lined with a red bag. Place all waste, red bags, sharp containers and rigid liquid containers inside the lined tubs. Before placing the lid on the tub, the red liner **must** be tied off in a single knot in order to contain the waste inside. Lids should be secure boxes taped shut.

Pick-Up of Medical Waste. Darob will accept custody of regulated medical waste from facility premises on an as needed basis between the hours to be determined.

Fee For Services. During the initial term, Facility shall pay Darob for services provided a fee of: **\$70.00** per 28-gallon container of Medical Waste treated and disposed of by DaRob, Inc. Containers may weigh up to 50 pounds each. Containers exceeding the 50-pound limit will be

charged at a rate of \$0.50 per pound. A four percent annual increase may be applied on each anniversary date. Additionally, because disposal and fuel costs are a significant proportion of the cost of Darob's services, Darob may increase the schedule of fuel charges proportionally to reflect any increase in costs. Fuel fee is not to exceed \$8.50 per stop. An environmental fee not to exceed \$3.50 per month may also be assessed for the duration of the contract.

Fee Schedule.

Special requests: As needed service using 4.3 cubic foot boxes.

Bill to: **FLOYD COUNTY BOARD OF EDUCATION**

106 N. Font Ave.
Prestonsburg, KY. 41653
606-886-2354
Annette Harris-Ward

* Schools that have a nurse may need pickups as requested. Location will be given at that time.

If this proposal is acceptable to FLOYD COUNTY BOARD OF EDUCATION, please sign below accepting and acknowledging the proposal and return to my attention at your earliest convenience.

Dated this October 12, 2016

DAROB, INC.

Accepted and Acknowledged By:

FLOYD COUNTY BOARD OF EDUCATION

Kenneth Brown, Marketing Manager

BY: _____ Date: _____

Its: _____