



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

Memo

To: Jesse Bacon *JB*

From: Lesa Howell *LH*

Date: January 15, 2019

Re: Medical/Waste Pick-up and Disposal

Please present this contract between DAROB, Inc. and the Bullitt County Board of Education to board members for consideration on January 28, 2019. If approved, DAROB, Inc. will continue to provide OSHA approved biohazard containers to the school and transportation office. They will also provide pick-up and disposal of all medical waste per OSHA regulations.

DAROB, Inc. is our current provider and the contract is automatically renewable; however, they will not be charging a rate increase this year so a new contract is submitted as confirmation.

Blythe

**Regulated Medical Waste Disposal Agreement for
BULLITT COUNTY BOARD OF EDUCATION**

TERMS OF AGREEMENT

DAROB, INC., proposes to provide primary medical waste services for Bullitt County Board of Education (hereinafter BCPS or Customer), and all affiliated locations, wasted disposal which 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.

DAROB AND BCPS CONTRACT:

Lesa (Bodine) Howell

Bullitt County Public Schools

502-869-8000

lesa.howell@bullitt.kyschools.us

Ken Brown

DAROB, Inc.

502-491-1535

Kenb@darobinc.com

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. DAROB, Inc. shall supply Customer with boxes measuring 18" X 18" X 24" and bags in an amount requested by the Customer. The Customer shall be responsible for acquiring necessary storage equipment required for storing needles (or other "sharps"). All reusable equipment provided to Customer by DAROB, Inc. shall remain the property of DAROB, Inc. In the event that equipment provided by DAROB, Inc. 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

Registration #056-00208

Finds #: KY0001575059

U.S. DOT #:0740365

TERMS:

The terms of this Contract shall commence on February 2019, expiring on February 2020. This contract will automatically renew on a year to year basis after the current contract expires unless written notice of termination is sent by certified mail ninety (90) days prior to the termination date to the other party. Price remains firm for one year. Rate increases of no more than 3% per container for subsequent remaining years of contract. DAROB, Inc. shall provide notice of any rate increase for renewal year to Customer one hundred (100) days prior to current year contract expiration. 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 any 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:

See "Pick-Up of Medical Waste" section below.

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 \$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 notice 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 attorney fees and court cost.

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.

Pick-Up of Medical Waste. DAROB, Inc. will accept custody of medical waste from facility at each facility's premises, between the hours to be determined.

Fee For Services. During the initial term, Facility shall pay DAROB, Inc. for services provided a fee of:

\$70.00 per container for Medical Waste treated and disposed of by DAROB, Inc. Up to 50 pounds per container. Medical Waste over 50 pounds will be charged at a rate of \$0.50 per pound. If container volume should decrease, pricing may be open to adjustment. A three percent 3% annual increase will be applied on each anniversary date. Additionally, because disposal and fuel costs are a significant proportion of the cost of DAROB, Inc. services, an \$11.00 (stop fee) charge will appear on your invoice per pickup.

DAROB, Inc. shall only pickup Medical Waste from Customer on an AS NEEDED basis (NOT regularly schedules pickups). Customer shall notify DAROB, Inc. in writing via email or fax when pickup of Medical Waste is needed. Upon written notice, DAROB, Inc. shall retrieve Medical Waste within three (3) business days.

Bill to: Bullitt County Board of Education
1040 Highway 44 East
Shepherdsville, KY 40165

Contact: Lesa (Bodine) Howell
lesa.howell@bullitt.kyschools.us
Phone: 502-869-8090 FAX: 502-921-9467

If this proposal is acceptable to Bullitt County Board of Education, please sign below accepting and acknowledging the proposal and return to my attention at your earliest convenience.

Dated this 1/15/2019

DAROB, INC


Kenneth Brown, Marketing Manager

Accepted and Acknowledged By:
BULLITT COUNTY PUBLIC SCHOOLS

BY: _____ Date: _____