




# Fiscal Impact Form

Department: **Ouray County Public Health Agency** Date: **03-07-2016**

Document Title (i.e. Resolution, Agreement, etc.):  
**Agreement for Medical Waste Disposal- contract with MedPro** Year of commencement:  
**FY 2016; Date of sign - 12/31/16**

Source of Funding:  
 General Fund Revenue  R & B Fund Revenue  EMS Fund Revenue   
Social Services Fund  Public Health Fund   
If other, please indicate: **\$299 per pick up. Anticipate only one to two picks up per year for a total of \$600.**

Reporting Requirements (if any): **no reporting requirements. Requires coordination with Ouray County EMS for transport and with Montrose County HHS for drop off timing.**

Description/Purpose:  
**Sharps and other biomedical waste disposal. This contract will be in place of the contract with Stericycle, which will likely save our agency and the county approximately \$2,500.**

### Submission/Review/Approval or Denial:

Department Head / Elected Official: **Elisabeth W. Lawaczeck** Date: **3-7-2016**  
County Attorney: \_\_\_\_\_ Date: \_\_\_\_\_  
County Administrator: *Cornie J. Hunt* Date: *3-9-2016*  
Comments: \_\_\_\_\_  
Board of County Commissioners, Chair: \_\_\_\_\_ Date: \_\_\_\_\_  
Approve  Deny

## AGREEMENT FOR MEDICAL WASTE DISPOSAL SERVICES

This Agreement is entered into this \_\_\_\_\_ day of March, 2016 by and between the Board of County Commissioners of Ouray County, Colorado, on behalf of its Public Health Department, (County) and MedPro Waste Disposal, LLC, (MedPro), a Medical Waste limited liability company whose address is 1548 Bond Street, Suite 106, Naperville, IL 60563.

Material to this Agreement are the following points:

- A. Ouray County generates a small quantity of medical wastes which require disposal by a qualified waste disposer.
- B. MedPro offers medical waste disposal services and is qualified to dispose of the wastes generated by the County.
- C. The County has requested revisions to the typical contract for services that MedPro offers its customers to reflect requirements and limitations of contracts under Colorado law.
- D. The County and MedPro desire to enter into a contract for 2016, with a right of renewal for 2017.

NOW, THEREFORE, in consideration of the mutual promises exchanged in this Agreement, and for other and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the parties hereto, the County and MedPro agree as follows:

1. The service address at which MedPro will pick up medical wastes is 1845 S Townsend Ave, Montrose, Colorado 81401. The medical wastes may include sharps containers, blood saturated material, gloves, or any other medical waste that is in the bio-container. Any waste that is not in the container may be disposed of for an additional fee. The standard weight for the filled bio-container is 50 pounds. Additional fees may be charged for excessive weight, as provided in the MedPro fee schedule attached hereto as Exhibit A.
2. MedPro will make one pick-up per year. County will appropriately package sharps, pharmaceutical, and other medical wastes pursuant to state and federal law and regulations for medical waste disposal and in such containers as MedPro may reasonably require. MedPro may refuse to pick up and transport or dispose of any wastes not packaged in compliance with federal or state law or regulations.
3. MedPro will charge, and the County will pay, \$299.00 for the annual pick-up.
4. MedPro agrees to schedule additional pick-up of medical waste from the County on an "as needed" basis, the charge for which shall not exceed \$299.00 per pick-up.
5. This Agreement is effective for the calendar year 2016, with the annual pick-up to be scheduled by the County not later than December 31, 2016. This Agreement may be renewed by County and MedPro for additional years, but the County is not obligated to renew the Agreement for any additional year. Any such renewal shall be in writing and may not become effective unless and until the Board of County Commissioners has authorized and appropriated funds for a renewal year, and funds for such additional year are available.
6. County agrees to contract with no other medical waste disposal service during the term of this Agreement, and to dispose of all medical wastes according to the terms of this Agreement.
7. MedPro shall bill the County for the annual pick-up at the time such pick-up is scheduled by the County. The County shall promptly pay the invoice within thirty (30) days of receipt. MedPro may charge County a \$25.00 late fee if the invoice is not paid within thirty (30) days of receipt. MedPro shall bill the County for any additional pick-ups made at the County's request, such invoices to also be paid by the County within thirty (30) days of receipt, with a late fee charged

for an invoice that has not been paid within thirty (30) days of receipt. MedPro reserves the right to bill the County for such additional taxes and fees as may be imposed by state or federal law or regulation for medical waste disposal. MedPro has the right to collect attorneys' fees or other costs and fees associated with collection of past due invoices not timely paid by the County.

8. This Agreement may not be assigned by either party without the express written consent of the non-assigning party. However, the County does not object to MedPro contracting with a qualified subcontractor for pick-up of the medical wastes to be disposed by MedPro.
9. MedPro represents that it is in compliance with applicable state and federal laws and regulations pertaining to medical waste disposal and transport of same, and has obtained all applicable licenses or permits to transport and dispose of medical wastes. MedPro will maintain such records, manifests and other documentation required by state and federal law or regulations pertaining to medical waste transport and disposal.
10. MedPro agrees to carry general liability, workmen's compensation, and automobile liability insurance. MedPro agrees not to employ illegal aliens, as prohibited by Colorado law.
11. MedPro is not an employee of the County, but acts itself and through subcontractors, as an independent service provider and contractor.
12. This Agreement constitutes the entire agreement of the parties and supersedes all negotiations, oral promises or agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or renewed except in a written instrument executed by all parties.
13. Jurisdiction and venue for any disagreements or litigation regarding the subject matter of this Agreement shall be in Ouray County, Colorado, and shall be determined based upon Colorado law. A copy or facsimile of this Agreement may be effective as an original so long as signatures of all parties are discernible.

**Board of County Commissioners of Ouray County, Colorado**

\_\_\_\_\_  
Lynn M. Padgett, Chair

Date: \_\_\_\_\_

**MedPro, LLC**

\_\_\_\_\_  
Kevin Czerwinski

Date: \_\_\_\_\_