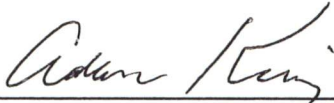


REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Sheriff Adam King TODAY'S DATE: July 29, 2021

DEPARTMENT: Johnson County Sheriff's Office - Jail

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: August 9, 2021

SPECIFIC AGENDA WORDING:

Consideration to Approve Agreement between MedPro Waste Disposal, LLC and Johnson County.

COMMISSIONERS COURT

AUG 09 2021

Approver

PERSON(S) TO PRESENT ITEM:

Sheriff Adam King & Captain David Blankenship
SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5
(Anticipated number of minutes needed to discuss item)

ACTION ITEM:
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:
AUDITOR:
PERSONNEL:
BUDGET COORDINATOR:

IT DEPARTMENT:
PURCHASING DEPARTMENT:
PUBLIC WORKS:
OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:

SERVICE AGREEMENT

Pricing Valid if Signed By 08/28/2021



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

SERVICE ADDRESS

Company: Johnson County
Address: 1800 Ridgemar Drive
Cleburne, TX 76031

BILLING ADDRESS

Check Here if Same as Service Address
Company: _____
Address: Street _____
Suite / Unit # _____
City / State / Zip _____


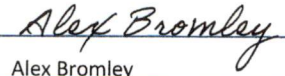
SERVICES OFFERED

MEDICAL WASTE DISPOSAL

Service Frequency	Every Other Month (6 Stops Annually)	
Allotted Containers per Pickup	4	\$87.50 Per Month
Rate per Additional Container	\$65.00	

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	County Judge
Please Print	Roger Harmon	Date	8-9-2021 (Effective Date)
MedPro Waste Disposal, LLC		Title	MedPro Disposal Representative
Print	Alex Bromley	Date	7/29/2021

REQUESTED SERVICE INFORMATION

REQUESTED FIRST DATE OF SERVICE: ____ / ____ / ____

Provide Your Facility Hours Below

Monday	Tuesday	Wednesday	Thursday	Friday

Office Hour Notes

Pickup Instructions

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

ON-SITE WASTE CONTACT

THE PRIMARY CONTACT FOR ANY CHANGES TO SERVICE OR SCHEDULING.

First Name _____ Last Name _____ Title _____

Phone _____ Email _____

ACCOUNTS PAYABLE CONTACT

THE PRIMARY CONTACT TO RECEIVE INVOICES AND STATEMENTS.

First Name _____ Last Name _____ Title _____

Phone _____ Email* _____

***Email Required.** This is the address where invoices will be sent. You can add additional recipients via our Customer Advocate team after signing.

COMPLIANCE OFFICER

THE PRIMARY CONTACT FOR ANY COMPLIANCE-RELATED ITEMS, INCLUDING OSHA AND HIPAA COMPLIANCE INQUIRIES.

First Name _____ Last Name _____ Title _____

Phone _____ Email _____

Getting Started with MedPro Disposal



After signing and returning this agreement, your MedPro Disposal rep will verify all information is accurate to ensure a smooth service transition while our Operations team will begin working with local operations to schedule service.



Our Customer Advocate team will provide you with a scheduled started date and finish the remainder of your account setup, including an invitation to our customer portal to open support tickets, view and pay invoices, and download copies of waste destruction manifests. If you signed up for our OSHA or HIPAA compliance programs, you'll receive access at this point.



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.

GA

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 5% 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

to give under this Service Agreement shall be in writing and sent to the parties' addresses as set forth in this Service Agreement. A copy or facsimile of this Service Agreement shall be effective as an original.

Terms and Conditions for Medical Waste Disposal Program

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 \(g\)\(1\)\(i\)\(A\)](#)
- 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.

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.

JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – MEDPRO WASTE DISPOSAL, LLC

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” and **MedPro Waste Disposal, LLC**. **Johnson County and MedPro Waste Disposal, LLC** may be collectively identified as the “**Parties**” or each individually a “**Party**”). **This Addendum is part of the Agreement with MedPro Waste Disposal, LLC and is intended to modify (as set forth in this Addendum) all documents, including any Service Agreement or any Proposal and any acceptance of any Proposal put forth by MedPro Waste Disposal, LLC .**

1.2

To the extent the Service Agreement identifies the contracting party as **Johnson County Law Enforcement Center**, that designation shall be deemed to mean **Johnson County, Texas**, a political subdivision of the State of Texas.

2.1

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County

cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;

- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that **MedPro Waste Disposal, LLC** might lawfully seek to claim as confidential, then County will forward the request to **MedPro Waste Disposal, LLC**. It shall be the obligation of **MedPro Waste Disposal, LLC** to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **MedPro Waste Disposal, LLC acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced

sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by **MedPro Waste Disposal, LLC** pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 60 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**

7.2

MedPro Waste Disposal, LLC certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **MedPro Waste Disposal, LLC** states that it is not ineligible to receive State or Federal funds due to child support arrearages

7.3

MedPro Waste Disposal, LLC verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **MedPro Waste Disposal, LLC** further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an

organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.4

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

7.5

Notwithstanding any other provision in this Addendum or the associated documents, to the extent **MedPro Waste Disposal, LLC** is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

7.6


At any time following the 1 year anniversary of the execution of this Agreement, COUNTY may terminate the contract without penalty to COUNTY, at its discretion, by giving MedPro Waste Disposal, LLC 90 days written notice of such termination.

8.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY MEDPRO WASTE DISPOSAL, LLC IS HEREBY DELETED.*

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:


Roger Harmon
As Johnson County Judge

8-9-2021
Date

Attest:

Becky Wiley
County Clerk, Johnson County



Date

8-9-2021

MedPro Waste Disposal, LLC:

Alex Bromley
Authorized Representative of
MedPro Waste Disposal, LLC

7/29/2021

Date

Printed Name: Alex Bromley

Title: Account Executive