ENVIRONMENTALLY RESPONSIBLE WASTE MANAGEMENT FOR HEALTH CARE INSTITUTIONS

MODEL CONTRACT CLAUSES FOR DISPOSAL OF REGULATED MEDICAL WASTE BY BIOWASTE FIRMS

These model contract clauses for biowaste treatment and disposal contracts are based on existing contracts and policies for environmentally sound waste disposal supported by Health Care Without Harm. This is not intended to be the text of an entire waste contract, but instead provides examples of clauses to address a range of environmental concerns faced by healthcare institutions as customers of biowaste firms.

Clause 1 AVOIDING INCINERATION
All waste received by [biowaste firm] from [customer] shall be treated and disposed appropriately and consistent with federal, state and local law, provided, however that such waste and its treated residues shall not be disposed or treated by incineration unless the container or other unit is specifically identified by [customer] as requiring incineration, or unless [biowaste firm] has specific information indicating that state or federal law requires its incineration.

Clause 2 DEDICATED TREATMENT METHOD
Regulated Medical Waste (RMW) received by [biowaste firm] from [customer] shall be treated by non-incineration technologies that are applicable and approved under relevant state and federal law. Secondary residues resulting from treatment shall be disposed of in a landfill.

Clause 3 VERIFICATION AND TRACKING
[Biowaste firm] commits to provide [customer] with proof of pick-up for the transportation and disposal of all Regulated Medical Waste received from [customer]. [Biowaste firm] will use a tracking system to document the pick-up and destination of the waste.

[Biowaste firm] shall provide [quarterly] [monthly] [?] verification reports detailing the measured weight of waste picked up from the facility (estimates based on the number and size of containers received shall not be acceptable in fulfilling this requirement), the
fate of all RMW waste received, identifying by manifest number the amount and
treatment facility receiving the waste, and the site of the final disposal of waste residues
after treatment.

Clause 4 SCANNING FOR HAZARDOUS MATERIALS
[Biowaste firm] commits to scanning RMW waste bags received from [customer] for
radioactivity. If the measurement of material results in findings exceeding acceptable
levels, applicable federal, state and local laws, rules and regulations as well as [biowaste
firm’s] written policies will be followed to address the exceedance.

Clause 5 TRAINING SESSIONS
[Biowaste firm] shall provide quarterly training sessions for [customer’s] staff on
strategies for waste minimization, reduction of toxicity of waste stream by waste
segregation and by eliminating or avoiding products containing PVC, mercury and other
persistent bioaccumulative compounds. [Customer] shall have the right to review
training materials to be used in these sessions and to request changes consistent with its
internal policies.

Clause 6 BILLING STRUCTURE TO ENCOURAGE WASTE REDUCTION

In order to encourage waste reduction by the customer, billing shall be conducted on the
basis of pounds of waste disposed. The rate for disposal of wastes shall be ___/lb.; weight
shall be logged each time that waste is picked up. [Note: Other terms are possible for
purposes of encouraging waste reduction. The purpose of this model clause is to remind
contracting officers to evaluate whether the contract rewards or penalizes the customer if
it effectively reduces its wastes.]

Clause 7 GENERAL TERMS AND CONDITIONS
A. Biowaste Firm conveants that its operations (including, but not limited to, its
facilities, vehicles, other equipment, and environmental, health and safety
programs) comply with all Environmental Laws and Biowaste Firm shall not
cause or permit its operations to be in violation of any Environmental Laws.

B. Without limiting Section A above, Biowaste Firm represents and warrants that it
has a Bloodborne Pathogens program for its employees that complies with all
applicable requirements of the OSHA Bloodborne Pathogens Standard, 29 CFR
section 1910.1030, and any comparable state and local health and safety
regulations (“Standard”). Biowaste Firm shall ensure all applicable Biowaste
Firm employees receive training in compliance with the Standard and all
necessary immunizations and screenings, including, but not limited to, Hepatitis B
vaccinations, and all necessary medical evaluations and follow up in the event of
bloodborne pathogens exposure. In addition, Biowaste Firm shall have an
ergonomics plan which shall ensure that no employee will be required to lift
objects in excess of fifty pounds.

C. Biowaste Firm shall transport and dispose of all properly packaged
Infectious/Biohazardous Waste of Purchaser in accordance with all Local, State,
and Federal regulations.

D. If Biowaste Firm provides reusable shipping containers, they shall be provided in a clean condition, free of any liquids or dirt, with operable lids capable of being closed securely, in good working condition and labeled appropriately with the company name and other required information.

E. Biowaste Firm commits to maintaining written operating policies and procedures for applicable Biowaste Firm employees, including but not limited to infection control, bloodborne pathogens, waste management, and emergency contingency plans, which ensure all Local, State and Federal regulations concerning the transport and disposal services of Purchaser’s infectious/biohazardous waste are adhered to at all times.

F. Biowaste Firm commits to provide reliable performance for all waste removal services in accordance with all Local, State and Federal regulations. Biowaste Firm will provide same or similarly scheduled services as provided prior to this Agreement and as required by volume generation. Similarly, Purchaser commits to allow for scheduling changes by mutual Agreement. All services will be performed within +/- two (2) hours of the pick-up schedule per Purchaser location, established during implementation of this Agreement. Note: Purchaser recognizes that certain traffic conditions occur. Biowaste Firm will use its best efforts to contact Purchaser if this performance requirement cannot be met.

G. Biowaste Firm shall take title to properly packaged Biohazardous/Infectious Waste when it is loaded onto Biowaste Firm trucks and will indemnify and hold Purchasers harmless against actions arising from any mishandling and/or improper disposal by Biowaste Firm (of conforming waste). Biowaste Firm shall be solely responsible for any costs associated with the remediation of any such incidents. Biowaste Firm will not accept title to or liability for non-conforming waste (such as RCRA hazardous waste) improperly presented for shipment, classified, packaged, marked, labeled or disposed of by Purchasers, whether picked up, loaded or not. Any and all costs and liabilities associated with the handling and disposition of Non-Conforming Waste are the responsibility of Purchaser.

H. Biowaste Firm shall be responsible for any and all costs associated with the proper clean up and disposal of any Biohazardous/Infectious Waste improperly handled, transported, or disposed of by Supplier, its employees, and/or contractors.

I. Biowaste Firm will comply with the following procedure should improperly classified, packaged, marked, labeled or otherwise Non-Conforming Waste be found in the waste stream on Purchaser sites: (1) Biowaste Firm will inform the local Purchaser personnel and decline to transport the material. (2) If the Non-Conforming Waste is not found until it reaches the next point of transfer (disposal
site, transfer station, treatment facility), Biowaste Firm personnel will follow the appropriate protocol based on the nature of the situation found. This will include prompt notification to the Purchaser generating facility of the nature of the situation and actions that are necessary. (Note: Depending on the nature and characteristics of the Non-Conforming Waste, Biowaste Firm may be available to assist and advise concerning the proper methods of clean up, treatment and disposal associated with any Non-Conforming Waste. Any costs of cleaning, managing, transportation, treatment of disposal for such Non-Conforming Wastes will be borne by Purchaser. Whenever possible, Purchaser will be consulted and given an opportunity to participate with respect to material costs associated with this obligation.)

J. Biowaste Firm commits to transporting and disposing of all properly packaged Pathological Wastes in accordance with all Local, State, and Federal regulations.

K. Monthly billing shall include a monthly log listing the site of treatment or disposal of each waste load, and compliance with all terms of this agreement. In the event of noncompliance with the terms of the agreement, or legal violations or alleged violations, the monthly bill shall contain an exception report indicating any federal, state or local laws that were violated, or notices of violation received, in the course of delivering services.

LEGAL NOTE: This document is not intended to serve as a complete medical waste disposal contract, but rather to provide some model terms and conditions to integrate to existing or proposed biowaste management contracts. This model language is not intended to substitute for legal review of proposed contracts, including assessment of compliance duties under local, state or federal statutory or common law, and requirements that may be imposed by JCAHO.