

FIRST AMENDMENT AND EXTENSION TO THE SERVICES AGREEMENT**(DANIELS SHARPSMART, INC. dba DANIELS HEALTH)**

This First Amendment and Extension to the Services Agreement ("**First Extension**") is effective as of July 1, 2021 (the "**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools with its principal office located at 42 West Madison Street, Chicago, IL 60602 ("**Board**" or "**CPS**"), and Daniels Sharpsmart, Inc. dba Daniels Health, with principal place of business located at 111 West Jackson Boulevard, Ste 1900, Chicago, IL 60604 ("**Vendor**" or "**Daniels**"). The Board and Vendor shall be referred to individually as a "**Party**" and collectively, as the "**Parties**".

RECITALS

- A. The Board desires that Vendor provide certain medical waste disposal services; and
- B. Vendor operates medical waste (including sharps) collection and disposal services which are duly licensed and are certified under all applicable federal, state and local statutes, ordinances and regulations; and
- C. The Board and Vendor entered into that certain Services Agreement for a term commencing February 1, 2021, and continuing through June 30, 2021, with the Board having the option to extend said Services Agreement through December 31, 2021, as authorized by Board Report 20-1216-RS1 ("**Original Agreement**"); and
- D. The Parties now desire to amend the Original Agreement to modify the Scope of Services, related pricing and sites stated in the Original Agreement as hereinafter set forth below; and
- E. The Board also desires to exercise its option to extend the Original Agreement as amended herein, and Vendor accepts and agrees to this First Extension on the terms and conditions hereinafter set forth below. The Original Agreement and this First Extension shall be collectively referred to herein as the ("**Agreement**").

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, including the Recitals set forth above, which are incorporated into and made a part of this First Extension by this reference, the Parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms shall have the same meaning as defined in the Original Agreement unless otherwise defined herein.
- 2. **Extended Term:** The Parties agree to extend the term of the Original Agreement. The Term is hereby extended to commence July 1, 2021 and continue through December 31, 2021 ("**Extended Term**"), unless terminated sooner as provided for in the Original Agreement.
- 3. **Amended Scope of Services:** The original terms and conditions of Exhibit A in the Original Agreement are hereby struck out of the Agreement and updated and replaced by the attached Exhibit A-1, which is hereby incorporated by reference and thereby made a part made a part of this First Extension.
- 4. **Amended Budget:** The original terms and conditions of Exhibit B in the Original Agreement are hereby struck out of the Agreement and updated and replaced by the attached Exhibit B-1, which is hereby incorporated by reference and thereby made a part made a part of this First Extension.
- 5. **Amended Sites:** The original terms and conditions of Exhibit D in the Original Agreement are hereby struck out of the Agreement and updated and replaced by the attached Exhibit D-1, which is hereby incorporated by reference and thereby made a part made a part of this First Extension.

6. **Freedom of Information Act:** Vendor acknowledges that this First Extension and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Second Amendment shall be posted on the Board's internet website at www.cps.edu.
7. **Entire Agreement:** Except as expressly provided in this First Extension, all terms and conditions of the Original Agreement are and shall remain in full force and effect during the Extended Term.
8. **Counterparts and Electronic Signature.** This First Extension may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or other electronic means shall be considered binding for both Parties.

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IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives as of the Effective Date.

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

DocuSigned by:
Jonathan Maples
By: _____
Jonathan Maples
Chief Procurement Officer

Date: September 16, 2021

**DANIELS SHARPSMART, INC.
dba DANIELS HEALTH**

By: *[Signature]*
Name: Laura Wakelam

Title: Chief Marketing Officer

Date: 13th September 2021

Board Report No.: 21-0428-RS2

Approved as to Legal Form: DS
EW DS
JG DS
RB

DocuSigned by:
Joseph T. Moriarty
By: _____
Joseph T. Moriarty
General Counsel

Attachments:

- Exhibit A-1 [Scope of Services]
- Exhibit B-1 [Budget]
- Exhibit D-1 [Sites]

EXHIBIT A-1
SCOPE OF SERVICES

Name of Project: Medical Waste Disposal Services

Board's Project Manager: Sandrine Schultz

Email: sschultz2@cps.edu

Vendor's Project Manager: Andrew Brooks

Email: abrooks@danielshealth.com

Period of Performance: Start Date: July 1, 2021 **End Date:** December 31, 2021

This Scope of Services shall be conducted pursuant to the terms and conditions of the Services Agreement ("**Agreement**") with the effective date of February 1, 2021 by and between Daniels Health ("**Vendor**" or "**Daniels**") and the Board of Education of the City of Chicago commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement. If there is a conflict between the terms of this Scope of Services and the terms in the body of the Agreement, the terms in the body of the Agreement shall govern.

1. DESCRIPTION OF GOODS AND SERVICES:

- (a) Vendor shall provide regulated medical waste such as biomedical waste, infectious medical waste, medical waste, blood borne pathogens and sharps collection and disposal. Responsibilities include, but are not limited, to guidance with handling, storage, treatment, labor, supervision, transportation and training for the complete removal, decontamination and disposal of medical waste in accordance with federal, State, and local laws.
- (b) Vendor shall provide guidance to proper placement of sharps containers.
- (c) Vendor shall pick up Medical Waste once a week from the three (3) Regional Distribution Centers (RDC) listed below:
 - Gwendolyn Brooks College Preparatory Academy aka Brooks High School (250 E 111th Street Chicago IL 60628)
 - Gale ES aka Stephen F Gale Elementary Community Academy (1631 W Jonquil Terrace Chicago IL 60626)
 - Dodge Garfield Park aka Admin Offices@ Dodge-Garfield Park (2651 W Washington Boulevard, Chicago IL 60612)
- (d) Vendor shall pick up sharps once a week from the four (4) vaccination sites. Time of pick up between 10am - 2pm. RDCs are as follows:
 - Richards High School aka Ellen H Richards Career Academy High School (5009 Laflin Street Chicago IL 60609)
 - Michele Clark Academic Prep Magnet High School aka Michelle Clark High School (5101 W Harrison St, Chicago, IL 60644)

- Theodore Roosevelt High School aka Roosevelt High School (3436 W Wilson Ave, Chicago, IL 60625)
 - Chicago Vocational High School aka Chicago Vocational Career Academy (2100 E 87th St, Chicago, IL 60617)
- (e) Any change in work hours as set forth in Section 1(c) herein shall be pre-approved between the Board and Vendor. Regardless of change, Vendor shall perform collection and disposal Service only between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday unless the Board expressly consents in advance to other arrangements.
- (f) Vendor shall be prepared to meet with the Board Representative to discuss the specifications of the Services requested by the Board.
- (g) Vendor shall dispose of waste in a manner meeting all applicable federal, State and local laws, rules, and regulations regarding receipt, storage, transport, and disposal.
- (h) Vendor shall provide all materials used in storage, packaging, transport, and disposal, including boxes, bags, tape, labels, and manifest materials. Packaging materials and storage and disposal containers must be of sufficient structural integrity to prevent leaks and must be labeled and or marked in accordance with federal, State and local laws, rules and regulations.
- (i) Vendor shall deliver waste materials and sharps to a permitted treatment facility listed to store, treat or dispose of the medical waste.
- (j) Vendor shall maintain all applicable licenses, permits, and certifications during the term of the Contract. Vendor shall immediately give written notice to the Board in the event any of Vendor's licenses or certifications or both are revoked or expire.
- (k) There shall be no minimum medical waste pick up or disposal requirements during the term of the Contract.
- (l) Vendor shall maintain its licensure, certifications and permits throughout the term of the Contract from the below regulatory and accrediting authorities:
- Occupational Safety and Health Administration
 - U.S. Department of Transportation
 - The Centers for Disease Control
 - Environmental Protection Agency
 - State and Local Environmental and Health Department permits
- (m) Vendor shall maintain their US DOT status to meet minimum requirements for any trucks or vehicles with a gross vehicle weight rating of 18,000 lbs. or more throughout the term of the Contract.
- (n) This Contract permits the Board to make purchases of ancillary products, such as sharps containers and reusable containers, from the Vendor at the price listed in the Vendor's current electronic catalog or price list.
- (o) If there are any changes of Vendor trucks or vehicles during the term of the Contract, Vendor shall provide written notice to the Board project manager within (1) week before the new trucks or vehicles are operated under the Contract. Vendor staff shall maintain applicable driver's licenses to conduct this work.
- (p) Vendor shall maintain applicable insurance per Board requirements at all times during the

term of this contract.

- (q) If Vendor's main disposal and transfer facility location(s) change during the term of the Contract, Vendor shall provide written notice to the Board project manager within one (1) week before the new facility is added to the Contract.
- (r) Vendor staff shall consist of qualified persons completely familiar with the products and equipment they shall use.
- (s) Vendor staff shall not represent themselves as employees or agents of the Board.
- (t) Vendor's employees shall wear uniforms furnished by Contactor at all times. Said uniforms must be neat and clean in appearance with identification that is visible at all times while at the Board.
- (u) Vendor personnel shall be allowed only in areas where Services are being performed.

2. Set Pick-Up Schedules, Lost, Stolen and Damaged Containers:

- (a) All pick-up or collections shall be pre-arranged and set-up on a pre-scheduled basis (weekly, monthly or other) between the Board and Vendor.
- (b) If a scheduled pick-up is not required or needed by the Board on the regularly scheduled time, the Vendor shall be contacted minimally twenty-four (24) hours in advance to cancel the regularly pre-scheduled pick-up.
- (c) Regularly pre-scheduled pick up:
 - Medical Waste Pick Up - medical waste shall be picked up from the four Regional Distribution Centers (RDC). The Board will confirm locations when calling the vendor to request pickups.
 - Sharps - Per state waste regulations, sharps are to be picked up when the system is full. The Board will contact the vendor to schedule pickups and confirmation of the locations.
- (d) **Transportation Containers:**
- (e) Vendor shall offer reusable or single use containers (Vendor owned) during the term of the Contract.
- (f) Reusable containers must be emptied, cleaned, sanitized and decontaminated prior to delivery by the Vendor to the Board.
- (g) Vendor boxes or containers must include a red bag liner and be puncture and tear resistant. The red bag liner must be two (2) mils or thicker and be labeled in accordance with applicable regulations.
- (h) Vendor's containers must have a self-closing lid (except for the 28 gallon tubs, which have a standard lid) and be packed and sealed by the Board personnel.

3. Collection, Transportation, Disposal documentation, Billing and Manifesting:

- (a) Vendor transportation and disposal of medical waste shall include preparation of

collection, transportation, and disposal documents (manifests, labels), transport tracking and confirmation of collection, transport and disposal and/or destruction per all applicable rules and regulations related to the disposal of medical waste.

- (b) Vendor shall provide required manifests or tracking forms required by law to Board before payment shall be made to Vendor.
- (c) Vendor shall prepare manifests for the Board by pick-up location and provide signed copies of manifests to serve as tracking documents. Manifests must include, at a minimum: location name, address, date, type of medical waste, and weight in pounds of the waste picked up.

4. Training and Seminars:

- (a) Vendor shall provide training to Board, at Vendor's cost, as requested at the start of the Contract period and throughout the term of the Contract. Training, which can be conducted virtually/remotely at Vendor's sole discretion, shall include but not be limited to proper methods of handling, segregating and containing, packaging, labeling and storing of infectious waste and disposal of sharps.

EXHIBIT**B-1****BUDGET**

Vendor shall be paid in accordance with the fees and costs set forth in the Service Budget. The maximum compensation payable to Vendor during the Extended Term of this Agreement shall not exceed Forty-Three Thousand and 00/100 U.S. Dollars (\$43,000.00) (“Base **Maximum Compensation Amount**”).

It is understood and agreed that the Maximum Compensation Amount is a ‘not-to-exceed amount’ and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement, and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with this Agreement. No expenses shall be reimbursed under this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided. In the event the Board requires any service that requires greater frequency or greater container quantity than provided below, then Vendor will only provide such service on condition of a mutually-executed amendment or change order that increases the Maximum Compensation Amount. No service provided in excess of the parameters provided in the chart below will constitute a waiver of this requirement.

Vendor will bill monthly as provided in Section 4(b) of the Agreement, and Board shall process payments in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*,. Vendor shall perform services and invoice the Board according to the following rate chart:

- 28 gallon RMW container: \$40
- S32 Sharpsmart Container: \$42.11

Regulation Distribution Centers (RDCs)					
Gwendolyn Brooks College Preparatory Academy HS					
250 East 111th Street, Chicago, IL 60628					
Quantity (per Pickup)	Description	Stop Fee	Container Rate	Frequency	Waste Type
3	28gal Tub	\$57.82	\$40	Once per week	Bio
Stephen F Gale Elementary Community Academy					
1631 W Jonquil Terrace Chicago IL 60626					
Quantity (per Pickup)	Description	Stop Fee	Container Rate	Frequency	Waste Type
3	28gal Tub	\$57.82	\$40	Once per week	Bio

Dodge Garfield Park aka Admin Offices@ Dodge-Garfield Park ()					
2651 W Washington Boulevard, Chicago IL 60612					
Quantity (per Pickup)	Description	Stop Fee	Container Rate	Frequency	Waste Type
3	28gal Tub	\$57.82	\$40	Once per week	Bio
Vaccination Locations					
Richards Career Academy High School					
5009 Laflin Street Chicago IL 60609					
Quantity (per Pickup)	Description	Stop Fee	Additional Container Rate	Frequency	Waste Type
5	28gal Tub	\$57.82	\$40	Once per week	Bio
3	S32 Sharpsmart Reusable sharps container (8.5gal)		\$42.11	Once per week	Sharps
Michele Clark Academic Prep Magnet High School					
5101 West Harrison Street, Chicago, IL 60644					
Quantity (per Pickup)	Description	Stop Fee	Additional Container Rate	Frequency	Waste Type
5	28gal Tub	\$57.82	\$40	Once per week	Bio
3	S32 Sharpsmart Reusable sharps container (8.5gal)		\$42.11	Once per week	Sharps
Theodore Roosevelt High School					
3436 West Wilson Avenue, Chicago, IL 60625					

Quantity (per Pickup)	Description	Stop Fee	Additional Container Rate	Frequency	Waste Type
5	28gal Tub	\$57.82	\$40	Once per week	Bio
3	S32 Sharpsmart Reusable sharps container (8.5gal)		\$42.11	Once per week	Sharps
Chicago Vocational High School					
2100 East 87th Street, Chicago, IL 60617					
Quantity (per Pickup)	Description	Stop Fee	Additional Container Rate	Frequency	Waste Type
5	28gal Tub	\$57.82	\$40	Once per week	Bio
3	S32 Sharpsmart Reusable sharps container (8.5gal)		\$42.11	Once per week	Sharps

EXHIBIT D-1
Sites

The Sites where the respective Services described in Exhibit A-1 Scope of Services shall take place are defined as follows:

Regional Distribution Centers (RDC):

- Gwendolyn Brooks College Preparatory Academy aka Brooks High School (250E 111th Street Chicago IL 60628)
- Gale ES aka Stephen F Gale Elementary Community Academy (1631 W Jonquil Terrace Chicago IL 60626)
- Dodge Garfield Park aka Admin Offices@ Dodge-Garfield Park (2651 W Washington Boulevard, Chicago IL 60612)

Vaccination Sites:

- Richards High School aka Ellen H Richards Career Academy High School (5009 Laflin Street Chicago IL 60609)
- Michele Clark Academic Prep Magnet High School aka Michelle Clark High School (5101 W Harrison St, Chicago, IL 60644)
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