

MEDSAFE POLICY (PHARMACY)

For Participants in the Rx Cares for Missouri program funded by the Missouri Board of Pharmacy ("Participant")



Participant agrees to adopt the following Policy:

- a) Once Participant becomes an Authorized Collector, Participant agrees to install and manage MedSafe Collection Receptacles within the immediate proximity of a designated area where controlled substances are stored and at which an employee is present in compliance with DEA Regulations on disposal of controlled substances. Disposal of a pharmaceutical controlled substance in Schedules II, III, IV and V into the MedSafe Collection Receptacle may only be performed by ultimate users. Authorized Collectors may only view what ultimate users deposit into the MedSafe Collection Receptacle and they may ask what substances are being deposited. The Participant cannot use the Collection Receptacle to dispose of unused controlled substances in their inventory or stock.
- b) Participant agrees to follow DEA Regulations related to unlocking the Collection Receptacle and removing the MedSafe Inner Liner. The installation, removal, transfer and storage of the MedSafe Inner Liners shall be performed by or under the supervision of two employees of the Authorized Collector.
- c) Participant agrees to replace Inner Liner at the established frequency interval, seal Inner Liner in accordance with included instructions for use and provide to the selected common carrier (UPS) for prepaid return transportation to the treatment facility. Upon removal, sealed Inner Liners will be securely stored at the Authorized Collector's registered location in a securely locked, substantially constructed cabinet or a securely locked room with controlled access until transfer. Participant shall maintain all records as required by DEA regulations.
- d) Participant agrees to display The Missouri Board of Pharmacy and Sharps-approved program signage above the Collection Receptacle.
- e) Participant shall keep confidential any document, information, process, practice, handling method, contract, or agreement provided by Sharps in connection with the MedSafe Program, except whatever is expressly allowed by Sharps.
- f) Participant agrees to only use MedSafe Inner Liners provided by Sharps Compliance, which are designed to work with the MedSafe Collection Receptacle to meet DEA and DOT regulations for collection and disposal of patient and consumer dispensed or expired medications including controlled substances. Pursuant to the Rx Cares for Missouri Program, Participant will be provided twelve (12) inner liners at no cost to the Participant. If further participation in the MedSafe program is desired, the Participant agrees to assume financial responsibility for the purchase of additional four-packs of MedSafe Inner Liners from Sharps Compliance (800) 772-5657 or emailing orders@sharpsinc.com.
- g) Participant agrees to comply with MedSafe Returns and Product Warranty Policy Service Provider warrants that all MedSafe systems are designed to meet all applicable state and federal regulations and are free from defect in material and workmanship when used in accordance with instructions and for their designed purpose for a period of one year from date of purchase. In the event that Participant makes any modifications to the Systems, or if the Participant does not utilize the System in strict accordance with the Instructions for Use (included with the System) or the System is damaged due to the acts or omissions of the Participant or its employees, then the foregoing warranty shall be void and null and Service Provider will have no further liability there under. Without limiting or expanding the foregoing in no event shall (a) the Service Provider be liable for any special, incidental or consequential damages; or (b) the Service Provider's liability for defective Systems exceed the corresponding purchase price of the System.

Service Provider will repair or replace any MedSafe system, at its option, that is deemed defective or in need of repair, subject to the above paragraph for a period of one year from purchase date "Expected Effective Date". This warranty is made on the condition that (i) Participant provides Service Provider with written notice of any defect (in no event later than 30 days from the date of the alleged defect is discovered or should have been discovered, (ii) defective product is inspected by Service Provider and (iii) Service Provider determines that Participant's claim is valid under the terms of this warranty.

Pharmacy Representative

Policy Adoption Date

Pharmacy Name

MEDSAFE POLICY (NON-PHARMACY)

For Participants in the Rx Cares for Missouri program funded by the Missouri Board of Pharmacy ("Participant")



Participant agrees to adopt the following Policy:

- a) Once Participant becomes a DEA-Authorized Collector, Participant agrees to install and manage MedSafe Collection Receptacles in areas regularly monitored by employees, and not in the proximity of any area where emergency or urgent care is provided, in compliance with DEA Regulations on disposal of controlled substances. Disposal of a pharmaceutical controlled substance in Schedules II, III, IV and V into the MedSafe Collection Receptacle may only be performed by ultimate users. Authorized Collectors may only view what ultimate users deposit into the MedSafe Collection Receptacle and they may ask what substances are being deposited. The Participant cannot use the Collection Receptacle to dispose of unused controlled substances in their inventory or stock.
- b) Participant agrees to follow DEA Regulations related to unlocking the Collection Receptacle and removing the MedSafe Inner Liner. The installation, removal, transfer and storage of the MedSafe Inner Liners shall be performed by or under the supervision of two employees of the Authorized Collector.
- c) Participant agrees to replace Inner Liner at the established frequency interval, seal Inner Liner in accordance with included instructions for use and provide to the selected common carrier (UPS) for prepaid return transportation to the treatment facility. Upon removal, sealed Inner Liners will be securely stored at the Authorized Collector's registered location in a securely locked, substantially constructed cabinet or a securely locked room with controlled access until transfer. Participant shall maintain all records as required by DEA regulations.
- d) Participant agrees to display The Missouri Board of Pharmacy and Sharps-approved program signage above the Collection Receptacle.
- e) Participant shall keep confidential any document, information, process, practice, handling method, contract, or agreement provided by Sharps in connection with the MedSafe Program, except whatever is expressly allowed by Sharps.
- f) Participant agrees to only use MedSafe Inner Liners provided by Sharps Compliance, which are designed to work with the MedSafe Collection Receptacle to meet DEA and DOT regulations for collection and disposal of patient and consumer dispensed or expired medications including controlled substances. Pursuant to the Rx Cares for Missouri Program, Participant will be provided twelve (12) inner liners at no cost to the Participant. If further participation in the MedSafe program is desired, the Participant agrees to assume financial responsibility for the purchase of additional four-packs of MedSafe Inner Liners from Sharps Compliance (800) 772-5657 or emailing orders@sharpsinc.com.
- g) Participant agrees to comply with MedSafe Returns and Product Warranty Policy Service Provider warrants that all MedSafe systems are designed to meet all applicable state and federal regulations and are free from defect in material and workmanship when used in accordance with instructions and for their designed purpose for a period of one year from date of purchase. In the event that Participant makes any modifications to the Systems, or if the Participant does not utilize the System in strict accordance with the Instructions for Use (included with the System) or the System is damaged due to the acts or omissions of the Participant or its employees, then the foregoing warranty shall be void and null and Service Provider will have no further liability there under. Without limiting or expanding the foregoing in no event shall (a) the Service Provider be liable for any special, incidental or consequential damages; or (b) the Service Provider's liability for defective Systems exceed the corresponding purchase price of the System.

Service Provider will repair or replace any MedSafe system, at its option, that is deemed defective or in need of repair, subject to the above paragraph for a period of one year from purchase date "Expected Effective Date". This warranty is made on the condition that (i) Participant provides Service Provider with written notice of any defect (in no event later than 30 days from the date of the alleged defect is discovered or should have been discovered, (ii) defective product is inspected by Service Provider and (iii) Service Provider determines that Participant's claim is valid under the terms of this warranty.

Participany Representative

Policy Adoption Date

Participant Name