

**Beth Israel Deaconess Medical Center
Environment of Care Manual**

Title: Contractor, Subcontractor, Consultant, and/or Vendor Policy

Policy #: EC-26

Purpose: This policy is to ensure that each individual contractor, subcontractor, consultant, and/or vendor employee (hereafter referred to as contractor) is responsible for complying with applicable OSHA safety and other requirements and with established Medical Center standards/policies. All policies can be found on the BIDMC portal under Organizational Policies, Procedures, Guidelines, and Directives; and are available on the BIDMC's Facilities Department Web Page. These policies and procedures can be obtained from the BIDMC Department's authorized employee for whom the work is to be performed.

Policy Statement:

All contractors performing work at the Beth Israel Deaconess Medical Center (BIDMC) and its associated off-site locations will coordinate all work activities with the BIDMC Department responsible for ensuring that the BIDMC policies and procedures are adhered to. The BIDMC Department Manager will designate a BIDMC authorized employee that will represent BIDMC during the work activities. A BIDMC authorized employee shall be defined as but not limited to Facilities Project Managers, Infrastructure Project Managers, Research Facilities Project Managers, IS Managers/Project Managers, Telecom Managers/Project Managers, Trade Supervisors, Maintenance Supervisors, Security Project Managers, and Trade Lead Personnel. The contractor must contact the BIDMC authorized employee before commencing any work. Each individual contractor is responsible to assure that any of their employees or sub contractors working at BIDMC understands, and acknowledges the following information prior to the commencement of work and adhere to all BIDMC policies while working at any BIDMC property/site. The contractor will pay for any fines levied against BIDMC as a result of the contractor, their employees, or subcontractors, failing to comply with this document and, any violation may result in prohibiting that contractor from performing future work with BIDMC or any of our affiliate sites.

Scope

This policy shall apply to all contractors performing work at the Beth Israel Deaconess Medical Center and its associated off-site locations.

I. Procedures

A. Insurance and Liability (as required by contract terms)

1. Contractor will be responsible for obtaining insurance as required by BIDMC. Contractor will provide the BIDMC authorized employee with proof of required insurance meeting BIDMC standards (as shown on Attachment A). If work is

contracted under a single specific service contract agreement, proof of insurance must be provided at time of signing of service agreement; if work is contracted under an annual recurring service agreement, proof of insurance must be provided not later than the date of signing of each annual recurring service agreement, and/or; if work is contracted on an as-needed, on-call basis, proof of insurance must be provided at the time of start of the initial work request and thereafter within 15 days of each calendar year in which BIDMC intends to use contractor on an as-needed, on-call basis. Insurance shall be in full force and effect for the term of the agreement. Contractor shall provide renewal certificates of insurance to BIDMC as evidence of coverage being maintained. Policies shall not be cancelled, terminated or materially modified unless and until 30 days prior to written notice to BIDMC. BIDMC shall also be named as additional insured on the certificate. If the Insurance Requirements are not applicable to the type of contract services provided, the BIDMC authorized employee must contact the BIDMC Contracting Department who will work with the Contractor to assure the appropriate requirements are identified and met.

2. The Contractor and the BIDMC authorized employee must sign Attachment A of this policy, unless a contract with equivalent insurance coverages is executed, and send the original to the Contracting Department along with a copy of the required insurance document(s). This Attachment acknowledges that the Contractor has the required, or mutually agreed upon insurance coverage, agrees to the Indemnification, and that the Contractor and all of the Contractor's employees will adhere to this policy.

B. Patient/Visitor Privacy

1. Contractors are not allowed to review, acknowledge or move any patient information or records. Contractors should be instructed to contact a clinician in order to move ANY patient records from an area in which they are working.
2. Contractors may not acknowledge any patient or visitor unless spoken to – even if the individual is known on a personal basis.
3. Cameras and video equipment are NOT permitted for use other than project-related contracted work without permission of the BIDMC authorized employee.

C. Medical Emergencies

1. Any contractor who witnesses an accident or a medical emergency is to pick up a nearest phone and dial (617) 632-1212 (or the designated off-site emergency number) to communicate the emergency and describe the condition to the operator,
2. Any injury must also be reported immediately to the BIDMC authorized employee.
3. The contractor must post emergency phone numbers and contact information in a common conspicuous area.
4. Patients and visitors may be anxious or irritated because of their condition/situation within the medical center. Contractors faced with any

patient or visitor situation that cannot be easily resolved, shall contact Public Safety by calling (617) 632-9111 (or off-site manager) and should also notify the BIDMC authorized employee

D. Utility Systems

1. Prior to any utilities or critical systems being interrupted, a written Shutdown Request must be submitted to the BIDMC authorized employee who will coordinate it with the Maintenance Operations Department (the contractor is not to go directly to Maintenance). NO WORK REQUIRING A SHUTDOWN WILL BE PERFORMED UNTIL A SIGNED SHUTDOWN REQUEST FROM THE RESPONSIBLE PERSON DOING THE SHUTDOWN COORDINATION IS RECEIVED BY THE BIDMC AUTHORIZED EMPLOYEE. Before commencing any work performed on utility systems (electrical, mechanical, fire, plumbing, etc.), the contractor must notify the BIDMC authorized employee.
2. Before any excavation on Medical Center property, the contractor must contact the BIDMC authorized employee and contact "Dig Safe." The contractor shall present evidence to the BIDMC authorized employee that Dig Safe has completed their survey and the area is clearly marked. The BIDMC authorized employee will then provide notification to Maintenance Operations and Public Safety before work can be scheduled.

E. Construction Safety

1. All construction activities shall be in accordance with the latest edition of NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations in effect at the time of the contract award.
2. Contractor shall provide an emergency contact list to the authorized employee that includes the contact's names, 24/7 emergency phone numbers, and e-mail addresses.
3. Contractor shall be required to maintain a safety manual and hazard communication plan on the construction job site at all times.
4. Contractor shall have weekly safety meetings for the entire duration of the project or as mutually agreed upon by the contractor and the BIDMC authorized employee. Minutes of the meetings shall be submitted to the BIDMC authorized employee
5. Contractor shall maintain Safety Data Sheets (SDS) that are related to materials used on site on the construction job site. Copies are to be given to the BIDMC authorized employee and BIDMC Environmental Health and Safety (EH&S). All materials shall be stored in original containers with the original product labels and identify the product information on the label.
6. The necessary number and appropriate type of portable fire extinguishers per NFPA 10, Standard for Portable Fire Extinguishers and NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations with current inspection/certification stickers shall be provided by the contractor for all construction areas.
7. The contractor shall conduct fire hazard inspections daily once construction starts and until the work is turned back over to the facility. This should be

documented on a daily basis and submitted to the BIDMC authorized employee at the end of the week.

8. When working in occupied areas, all contractors are required to replace all disturbed ceiling tiles before leaving the work site.
9. All temporary electrical wiring and equipment used for construction shall be installed and used in accordance with pertinent provisions of NFPA 70, National Electrical Code.
10. All contractors are to maintain their work area as clean as possible while working and clean up and secure in a manner acceptable to the BIDMC authorized employee thoroughly when finished. At the end of each workday, combustible packaging and crating materials for building products and equipment shall be removed from the building and disposed of appropriately.
11. All contractor staff are required to review and sign the Contractor Safety Guide and carry the guide with them at all times while on site.

F. Permits

1. Contractor shall obtain all necessary local, state, and/or federal permits before any work is begun.
2. All hot work shall be conducted in accordance with NFPA 51B, Standard for Fire Prevention I, Use of Cutting and Welding Processes. The permit form contained in NFPA 51B or a similar form may be used.
3. All work that requires an open flame or causes the potential for a fire (i.e.: torch cutting, soldering, welding, brazing, and et cetera) must be done under the conditions of a "Hot Work" permit. The application for a "Hot Work" permit must be submitted to the BIDMC authorized employee and to the Maintenance Operations in advance of any scheduled work to ensure compliance with the need for a fire watch, added extinguishing equipment and / or appropriate safety tours upon completion of the job.

G. Elevators

1. Contractors shall not hold or block an elevator from use in any building
2. Contractors are not allowed to use a patient elevator under any circumstances.
3. If the BIDMC authorized employee grants the contractor use of an elevator, the elevator cab and associated areas (i.e.: lobbies, corridors, and et cetera) shall have adequate protection to prevent damage to finishes and it shall be the contractor's responsibility to maintain the area(s) clean and free of graffiti and debris at all times.

H. Code of Conduct

1. All contractors are expected to use courtesy; Loud, vulgar, abusive language and aggressive behavior will not be tolerated.
2. Proper clothing should be worn at all times. Shirts shall be required to cover the shoulders and trousers shall be required to cover the legs and ankles. Tee shirts with logos containing suggestive verbiage or graphics are prohibited.
3. Contractors are to use public restrooms unless otherwise instructed to utilize specific restrooms or portable facilities.

4. Radios are NOT allowed on the Medical Center property.

I. Confined Space Entry

1. NO ENTRY is allowed in Permit-Required Confined Space areas without prior approval by the BIDMC Confined Space Authorized Employee and EH&S. NO ONE will be allowed to enter these areas without the proper qualifications, equipment and training as required by the OSHA Standards (29 CFR 1910.146).

J. Dust Control

1. All necessary precautions shall be taken by the contractor to prevent accidental operation of any smoke detectors by minimizing the amount of dust generated in the vicinity of any smoke detectors. At no time are smoke detectors to be covered without continuous supervision or without the proper bagging permit.
2. Maintain proper dust control measures by implementing wet methods to prevent airborne dust when cutting, chipping, or drilling concrete or masonry. Sweeping compound shall be used when sweeping interior spaces.

K. Parking

1. Contractors may be allowed to park in designated locations on BIDMC campuses or in BIDMC parking garages on a case by case basis with direction from a BIDMC authorized employee. The BIDMC authorized employee shall direct the contractor with respect to the location of designated parking areas. Contractors will park at their own expense.
2. Other than for live loading/pick-up situations, at no time, shall contractor's personnel park their vehicles near or at BIDMC receiving areas or loading docks.
3. If special parking is required, permission shall be granted and coordinated through the BIDMC authorized employee.
4. Vehicle operators shall be fined a minimum of \$50 for parking (in addition to towing and storage charges) in unauthorized parking areas.

L. Use and Maintenance of Dumpsters

1. Contractors will be required to provide their own dumpster if substantial demolition and/or debris is involved.
2. All dumpsters are to be closed and secure. Dumpsters shall be limited to construction and demolition materials only.
3. Contractors shall be responsible for maintaining the area around the dumpster clear of any excess debris.
4. Contractors shall affix and maintain temporary signage on any dumpster used for the project's construction. Signage shall include: 1.) Project Name, 2.) Contractor, 3.) Contractor's Project Superintendent's Name, 4.) BIDMC Project Manager, and 5.) Date of Installation on BIDMC property.
5. Contractor shall work with the BIDMC authorized employee with respect to the location and quantity of construction dumpsters located on BIDMC property.

M. Completion of Work

1. The contractor will be responsible for providing the BIDMC authorized employee with all necessary documentation at the completion of the work. This documentation includes, but not limited to testing reports, as-built drawings, proof (photographs) of sealed fire and smoke penetrations, O&M manuals, warrantee information, spare parts, certificate of occupancy, etc.
2. If any infrastructure equipment and/or systems are changed or altered, the contractor will be responsible for updating any BIDMC record documentation.
3. The contractor must obtain final acceptance of all work from the BIDMC authorized employee before the work can be considered complete and final payment is made.

N Disposal of Construction Waste

- 1 The Contractor will be responsible for the management of waste building materials and rubble resulting from the construction, remodeling, repair, or demolition of buildings, pavements, roads, or other structures ("construction waste"). Construction waste includes, but is not limited to, concrete, bricks, lumber, masonry, road paving materials, metal and plaster.
- 2 Pursuant to 310 CMR Section 19.017, Waste Bans have been established that prohibit the disposal, transfer for disposal, or contracting for disposal of certain hazardous and recyclable items at solid waste facilities in Massachusetts. These Waste Bans are specified in Table 310 CMR 19.017(3). These items include, but are not limited to, asphalt, pavement, brick and concrete, metal, wood and clean gypsum wallboard.
- 3 If the Contractor intends to use dumpsters or other solid waste services provided by BIDMC, it is the Contractor's responsibility to do the following:
 - a) Obtain prior written approval from the BIDMC Authorized Employee to use these solid waste services
 - b) Use these services in a manner consistent with the Waste Bans.
- 4 If the Contractor directs some or all of its construction waste stream to a Massachusetts landfill, transfer station, or other solid waste facility it is the Contractor's responsibility to insure this waste stream is managed in compliance with the Waste Bans specified in 310 CMR Section 19.017.
- 5 If the contractor directs some or all of its construction stream to a landfill, transfer station, or other solid waste facility outside of Massachusetts, it is the Contractor's responsibility to insure that this construction waste shall be managed in accordance with the Waste Bans, as if the material were being directed to a Massachusetts solid waste facility. This will include the following:
 - a) Notify the BIDMC Authorized Employee in writing at least 10 working days prior to generating construction waste of its intention to use an out-of-state solid waste facility.
 - b) As part of the above notification, the Contractor shall submit a solid waste management plan detailing how the out-of-state solid waste facility shall meet the requirements and intent of 310 CMR Section 19.017. If the solid waste management plan as submitted does not adequately document how the intent of 310 CMR Section 19.017 will be met, the plan may be rejected by the Authorized Employee and

the Contractor shall be required to use a Massachusetts solid waste facility.

- 6 As part of the project closeout process, the Contractor will provide a certification to the Authorized Employee stating that it has met the requirements and intent of 310 CMR Section 19.017 in the management of its construction waste.

Policies References (Applicable depending upon type of work)

Security Policies

EOC-31 BIDMC Identification and Access Cards

EC-06 Key and Combination Lock Control Program

Safety Policies

EOC-02 Safety Management Program

EOC-15 Possession and Handling of Firearms and Dangerous Weapons on Medical Center Property

EOC-16 No Smoking Policy

EOC-26 Storage of Materials and Equipment to Maintain Unobstructed Egress

EOC-17 Electrical Appliances (Staff, Patient/Visitor)

EOC-30 Personal Protective Equipment

EC-56 Barrier Penetration and Sealing Policy

EC-58 Elevated Fall Work Area Fall Hazard Protection Program

EC-60 Lock Out/Tag Out Program

EC-62 Compressed Gas Cylinders

Life Safety Policies

EOC-04 Life Safety/Fire Safety Management Plan

EC-36 Fire Response "Code Red" Policy

EOC-38 Above Ceiling Permit & Inspection Program

EC-39 Interim Life Safety Measures (ILSM) Policy

EC-40 Interior Finishes and Furnishings

Hazardous Materials Policies

EOC-03 Hazardous Materials and Waste Management Plan

EC-43 Code Orange – Hazardous Materials

EC-50 Universal Wastes Management

EC-66 Asbestos Management Program

Infection Control Policies

IC-CRM5 Construction, Renovation, and Maintenance Risk Assessment Policy

IC-CRM6 Construction, Renovation, Maintenance Project Review Policy

IC-CRM7 Construction/Renovation/Maintenance Permit

IC-CRM8 Infection Control Rounds Daily Compliance Monitor Form

IC-CRM9 Construction/Renovation/Maintenance Pre-Occupancy Form

BIDMC Policy Manual (Administration)

ADM-15 Vendor Contact and Negotiation Policy

ADM-17 Gifts and Entertainment Policy

BIDMC Policy Manual (Personnel Management)

PM-19 Pre-Placement Screening Employees, Medical Staff, Volunteers, and Contract Personnel

PM-26 Drug-Free Workplace

BIDMC Policy Manual (Privacy)

PV-04 Confidentiality

Vice President Sponsor: Walter Armstrong, Sr. VP Capital Facilities and Engineering

Approved By:

☒ **EOC Committee: 2/9/22**

**K. Murray/W. Armstrong
Co- Chairs**

**Requestor Name: Jarrod M. Dore, Director of Capital Facilities/John Pagani
Director of Engineering and Infrastructure**

Revised: 10/04, 3/07, 5/10, 2/12, 5/12, 3/15, 2/18, 4/21, 2/22

Original Date Approved: 10/01

Next Review Date: 4/25

Eliminated:

References:

EC-26 Attachment A: Standard Insurance Agreement, Indemnification Agreement, and Signature Section

**Beth Israel Deaconess Medical Center
Standard Insurance & Indemnification
Agreement**

During the Term of this Agreement, Contractor shall procure and maintain insurance of types and amounts (unless modified by contract terms) which shall protect Contractor against claims for damages because of bodily injury or death of any person or property damage arising out of or in any manner related to the services to be provided by Contractor to the Medical Center under this Agreement. Such insurance must be carried by companies that have an AM Best rating of at least A. Such insurance shall include but not be limited to the following:

1. Commercial general liability insurance with limits of \$1,000,000 each occurrence, \$1,000,000 Personal and Advertising Injury, \$2,000,000 general aggregate, \$1,000,000 products-completed operations aggregate. BIDMC shall be added as an additional insured.
2. Workers' compensation insurance as required by the Commonwealth of Massachusetts and Employers' Liability coverage with limits of \$500,000 each accident, \$500,000 disease-each employee, \$500,000 disease-policy limit.
3. Automobile liability insurance with a combined single limit of \$1,000,000 each accident Bodily Injury and Property Damage including coverage for employees as additional insurers with respect to operation of their own vehicles.
4. Umbrella liability in excess of above insurance with a limit of \$5,000,000 each occurrence, \$5,000,000 aggregate.
5. Errors and Omissions insurance with a limit of \$2,000,000 each occurrence or each claim.

Certificates of Insurance evidencing compliance with the above provision shall be made available to the Medical Center upon request. Such certificates shall provide for thirty (30) days written notice to the Medical Center of any cancellation or alterations of insurance coverage.

Indemnification: Contractor shall indemnify and hold harmless Medical Center, its employees, directors and agents for any act or failure to act by Contractor, its employees or agents resulting in liability and/or negligent damages there from including reasonable attorney's fees and costs. Medical Center shall indemnify and hold harmless Contractor, its employees, directors and agents for any act or failure to act by Medical Center, its employees or agents resulting in liability and/or negligent damages there from, including reasonable attorney's fees and costs. These provisions shall survive termination of the Agreement.

Signature below also verifies that contracted individuals working at the Medical Center have received instructions relative to all applicable BIDMC Policies.

For BIDMC _____

For Contractor _____

Signature

Signature

Name / Title

Name / Title

Department

Company

Date

Date