Partnering Agreement

Mahoning County Medical Society
(MCMS)

with

U.S. Department of Labor
Occupational Safety & Health Administration
Cleveland Area Office
Region V

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I. PURPOSE

This partnering agreement was developed by the Mahoning County Medical Society (MCMS) and the Cleveland Area Office of the Occupational Safety and Health Administration. The common objective and goal of the agreement is to provide a safe and healthful work environment for employees engaged in healthcare activities in the Mahoning County area, and to help prevent serious accidents within the industry through increased training and implementation of enhanced safety and health programs.

By focusing their efforts and utilizing the skills and resources of the MCMS and member employers, with the assistance of OSHA, it is believed that through this cooperative and voluntary program, hazards and serious injuries can be reduced at healthcare facilities and that participants will maintain an injury and illness rate below the national average for the healthcare industry.

This initiative represents a voluntary agreement and affords a partnership alternative to the traditional OSHA enforcement procedures. This partnership program, consistent with OSHA's long-range efforts to develop a business/labor/government partnership approach to safety management, allows for better use of OSHA resources, and encourages more participation in the safety process by each stakeholder.

II. BACKGROUND

The Mahoning County Medical Society (MCMS) is an association of medical practitioners focused on providing healthcare with over 250 member physicians and healthcare facilities, representing all aspects of the healthcare provider industry. Member businesses include family medicine and virtually all medical specialties.

MCMS's mission is to provide opportunities for members to enhance their professional capabilities, focusing on means and measures for growth and development. One of MCMS's principle goals and a long-standing commitment is the promotion of safety awareness and to serve as a safety resource for its members. This safety commitment includes information, education, referrals and training.

MCMS and OSHA believe that by maintaining a focus on safety, injuries and illnesses can be prevented. The impact of accidents leads to employee deaths, injuries, equipment damage, worker's compensation increases, increase in insurance costs, down time, increases in temporary employee costs, fines, penalties and civil penalties. A focus on safety is one objective that OSHA and all MCMS members have in common.

This focus on safety has resulted in an unprecedented program, which provides incentives to medical practitioners and labor to increase safety and health awareness in all healthcare settings. OSHA has supported this program and realizes the importance of this unique opportunity to incorporate a partnership into this recognition program.

OSHA, with the MCMS, has a vested interest in the protection of employees, while working

with other associations and groups to assist in the promotion of safety.

This partnership will also recognize those medical practitioners who have demonstrated their commitment to safety and health in accordance with criteria established by OSHA. The criteria stipulates that medical practitioners and healthcare facilities must have injury and illness rates at an average of twenty-five percent (25%) below the national average and a good history with OSHA (no willful citations or serious citations related to a fatality for a three-year period). A medical practice or healthcare facility meeting the above specifications and who has implemented an outstanding safety and health program will be classified as a "Distinguished" member of this partnership program.

III. MCMS COMMITMENT

Recognizing the diversity of the MCMS's membership, MCMS's and OSHA's partnering initiative will be focused on Safety Training and OSHA Standard compliance.

TRAINING PARTNERSHIP:

The MCMS will administer this partnership program, as outlined herein, and will serve as the principle safety resource in support of MCMS members, and:

A. Act as liaison for members with OSHA. Members will be able to call MCMS with questions and MCMS shall, either directly or via qualified and competent entities, contact

OSHA for responses.

B. Offer on-going, quality training on topics of importance for members and OSHA. Education in areas such as bloodborne pathogens, tuberculosis protocols, hazard communications, personal protective equipment, ergonomics and fire/egress etc. shall be emphasized. MCMS will ensure that "Distinguished" members and their supervisory personnel or others serving in the capacity as a competent person will have completed an OSHA 10-hour course for the health care industry. (or its equivalent)

C. Provide up-to-date informational materials and brochures to MCMS members (from OSHA, the Bureau of Workers Compensation ("BWC") and similar organizations). MCMS will secure pertinent publications from available sources and provide such materials to members upon request, thus helping to save them the time and effort to secure this material.

D. Organize and provide OSHA's interpretations of major standards, as well as local inspection perspectives, via competent resources. Providing this information to members will help them understand and properly interpret standards.

E. Develop, via qualified and competent entities, safety training criteria for all levels of the healthcare employees. This will help define and better clarify what OSHA determines to be acceptable training for medical practitioners, supervisors, middle-managers and every level of worker.

F. Administer the overall partnership program, including but not limited to the initial conduct and evaluation of the partnership applications to determine whether the

healthcare facility meets the criteria specified within this partnership initiative. Information to be considered by MCMS will include pertinent company information, i.e. demonstrated safety and health program, training commitments, OSHA citation history, fatalities, injury/illness experience and similar factors.

G. MCMS will notify OSHA on a regular and recurring basis with the name(s) of contractors which have met the partnership criteria for "Distinguished" status.

H. MCMS, via qualified and competent entities, shall conduct a periodic evaluation to determine the impact and effectiveness of this partnership with OSHA. These evaluations will include on-site safety audits to ensure adherence to the agreement. Identification of physical hazards and compliance with job safety and health requirements, as specified, will be included in the audit.

IV. OSHA'S COMMITMENT

Medical practitioners and healthcare facilities participating in this partnership initiative will be subject to OSHA inspections only as defined herein:

- OSHA receives a report of an imminent danger situation or a formal written complaint filed by a current employee or employee representative. These may be handled via phone or FAX.

- A fatality/catastrophe as defined in OSHA Instruction CPL 2.103 ("Field Information Resource Manual") occurs.

Members of the MCMS who meet or exceed the above criteria will not be subject to the programmed inspection list. In addition, OSHA will support MCMS and its activities to increase

safety efforts for MCMS members.

A. Assist MCMS in development of criteria to be used for safety training.
B. Provide an OSHA representative, during annual OSHA update training, to address current trends and answer specific questions, related to safety and health compliance.
C. Share information on current violations and statistics, including relevant directives and interpretations, proposed standards and similar information, which may be of interest to the MCMS membership.
D. Recognize and consider MCMS safety training programs, which are provided by qualified and competent entities.
E. Annually review documentation to verify that members have established and implemented a comprehensive safety program, including appropriate audits, and annual training of both employees and supervisors by qualified and competent person(s) to ensure qualifications for membership status.

V. COMMITMENT BY MCMS MEMBERS

MCMS members will be able to take advantage of this opportunity to partner with OSHA.

Medical practitioners and healthcare facilities participating in this partnership must:

A. Sign a letter of agreement with the MCMS indicating their intent to participate in this partnership initiative.
B. Certify that their healthcare facility has not received citations by the Cleveland Area OSHA office within the past three (3) years for alleged violations classified as "willful"

and no “serious” violations as related to a fatality.

C. Verify that a comprehensive written safety and health program is in place, which is at least equivalent to the criteria referenced in Section IV, Paragraph E and ANSI A10.33, safety and health guidelines, as the minimum established criteria for participation, including the MCMS member’s implementation of policies and procedures to ensure that safety rules and procedures are enforced at their facilities.

D. Certify that their policy and procedures hold the supervisor(s) and employee(s) accountable for following established safety rules and OSHA regulations.

E. Provide the level of training required by OSHA regulations to their employees either through the MCMS, their own training personnel or other consultants/trainers. It is understood that all training is provided by qualified and competent entities.

F. Ensure that within one year after obtaining the MCMS’s acceptance into this partnership program, all supervisory personnel or other personnel serving in the capacity as a competent person will have completed an OSHA 10-hour course for general industry (or its equivalent). An equivalent course includes safety training that includes Bloodborne Pathogens, Hazard Communications, Personal Protective Equipment, Ergonomics, Fire/Egress and Tuberculosis Protocol. Records of training certification will be provided to the MCMS and made available for review.

G. Ensure that within one year after obtaining MCMS’s acceptance into this partnership program, all non-supervisory personnel engaged in healthcare activities will have completed OSHA Bloodborne Pathogens update training and familiarity with the additional standards addressed in Paragraph F, above.

H. Provide periodic safety related data or statistics to MCMS concerning such issues as

man-hours worked, lost work day injuries, accident records and OSHA inspection results. Ensure that each participant has an average three year injury and illness rate (most current three years) 25% below the current national average. MCMS will provide a summary of and analysis of pertinent safety related information for review by OSHA. The purpose of such summary information will assist in preparing an annual report necessary for evaluating the merits of the program and making recommendations for continuous improvement.

I. Agree to annual joint verification inspection safety audits, by qualified and competent persons from OSHA and MCMS on five percent of "Distinguished" companies.

VI. EMPLOYEE/EMPLOYER RIGHTS

As an integral part of an effective safety and health program (as defined within Section IV), the availability of employees to exercise their rights, which are guaranteed under the OSH Act and regulations (such as, but not limited to, the right to file a safety and health complaint, and the right to information collected pursuant to OSHA requirements (e.g. the OSHA Illness and Injury log and medical exposure records) will not be infringed. It is anticipated that routine employee involvement in the day-to-day implementation of worksite safety and health programs will be assured, including employee participation in employer self-audits, site inspections, safety and health program reviews and mishap investigations.

Employers retain all rights guaranteed under the OSH Act, including the right to appeal or contest violations issued by OSHA.

VII. TERMINATION OF AGREEMENT

Either partner may withdraw from this agreement by providing written notification to the other partner. Termination shall be effective thirty days after receipt of notification.

Furthermore, any individual medical practitioner or healthcare facility electing to participate in this program may withdraw from this agreement by providing written notification to MCMS and OSHA. Termination shall be effective thirty days after receipt of notification.

Unless modified or superseded, this partnership agreement will expire on or before December 31, 2004. As indicated, should any party choose to withdraw prior to that date, a 30-day written notice will be given to the other members of the partnership, and the partnership agreement will terminate. Any party may also propose modification or amendment to the program, subject to concurrence by the other partner to the agreement. This partnership agreement may be extended, subject to any changes required by both parties.

VIII. PARTNERSHIP EVALUATION

This partnership will be evaluated yearly by all participants. Such evaluation will include criteria such as, but not necessarily limited to, healthcare facility lost workday injury rates, number of OSHA recordable injuries, workers compensation experience modification rates, etc. MCMS's evaluation will include a comparison of the healthcare facility's OSHA lost workday injury rates with the latest available USDOL Bureau of Labor Statistics data for the appropriate SIC code. As

outlined previously, MCMS will provide a summary of this information to OSHA.

Following implementation of the partnership agreement, every six months, during the term of the agreement, all participating healthcare facilities shall submit data to the MCMS so that lost time incident rates can be monitored and measured. Such information will be used as an ongoing evaluation tool, helping to gauge the effectiveness of the program and will be used to compile the annual evaluation, as noted above.

It is anticipated that OSHA's onsite evaluation of the effectiveness of this partnership agreement will occur during the normal course of compliance investigations and onsite inspections, consistent with the criteria specified within this partnership agreement.

SIGNATURE PAGE

Based upon a mutual interest to protect healthcare workers in the Mahoning County area, the parties below agree to the above terms of a MCMS/OSHA Partnering Agreement.

Signed this _____ day of January 2002

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Ronald M. Yarab, M.D.
President, MCMS

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Michael G. Connors, OSHA
Regional Administrator, Region V

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Eugene L. Potesta, M.D.
President-elect, MCMS

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Rob R. Medlock, OSHA
Area Director, Cleveland

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Eleanor Pershing, Director, MCMS

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