

APPENDIX F
USE OF PREMISES

The parties to the attached agreement, contract, quotation, license, lease, amendment, or other agreement of any kind (hereinafter, the “Agreement”) agree that use of any property owned and/or operated by Roswell Park Cancer Institute Corporation (the “Premises”) shall be in accordance with the following clauses which are hereby made a part of the Agreement and which supersede any inconsistent provision in the Agreement. “ROSWELL PARK” herein refers to Roswell Park Cancer Institute Corporation and/or Health Research, Inc., Roswell Park Division, as indicated in the Agreement (Roswell Park Cancer Institute Corporation may also be individually referred to herein as “RPCI”, and Health Research, Inc., Roswell Park Division may also be individually referred to herein as “HRI”). “CONTRACTOR” herein refers to the other party to the Agreement, whether a contractor, service provider, licensor, licensee, lessor, lessee, and any other party to the Agreement, as well as any on-site consultant, contractor, subcontractor, employee, supplier, and/or other party engaged by the CONTRACTOR to perform the Services.

1.0 SECURITY.

- 1.1 IDENTIFICATION BADGES.** The CONTRACTOR shall obtain and wear in plain view at all times while providing the Services, an RPCI-issued identification badge, or an RPCI-approved identification badge. The RPCI-issued identification badge cost is \$20.00, payable in cash. Temporary identification badges are available at RPCI’s Public Safety Department in exchange for a valid driver’s license.
- 1.2 RPCI DOORS.** The CONTRACTOR shall not prop open or otherwise secure any RPCI building door using a means other than the features of the door hardware intended for such purpose. The CONTRACTOR shall not unlock, disarm, and/or leave any exterior RPCI doors in a condition such that a security breach is created.
- 1.3 CONSTRUCTION KEYS.** If a construction key is issued to the CONTRACTOR, it is the CONTRACTOR’s responsibility to prevent loss and/or duplication of the key. Each key loss is subject to a \$100.00 per key penalty (each penalty shall be deducted from the current amount due to the CONTRACTOR).
- 1.4 UNESCORTED ACCESS; RPCI ELECTRICAL SUBSTATION.** Unescorted access by the CONTRACTOR to the RPCI electrical substation is not allowed. Escorted access shall be requested by the CONTRACTOR at least forty-eight (48) hours in advance.

2.0 SAFETY.

- 2.1 PUBLIC SAFETY.** ROSWELL PARK has a continuously staffed Public Safety Department that may be contacted: (i) at the entrance to the Hospital in the Atrium; (ii) for NON-EMERGENCIES at (716) 845-3069 (extension 3069 from an internal telephone); or (iii) for EMERGENCIES at (716) 845-3333 (extension 3333 from an internal telephone).
- 2.2 SAFETY DATA SHEETS.** A Safety Data Sheet (“SDS”) and associated label must be submitted by the CONTRACTOR to RPCI for every chemical that the CONTRACTOR plans to bring on the Premises. All chemicals that the CONTRACTOR plans to bring on the Premises must be approved in writing by RPCI at least forty-eight (48) hours in advance of the CONTRACTOR’s Premises visit. Any chemicals not approved in writing by RPCI at least forty-eight (48) hours in advance of the CONTRACTOR’s Premises visit may not be brought on the Premises.

3.0 **CONDUCT.**

- 3.1 **ROSWELL PARK RULES, REGULATIONS, ETC.** While on the Premises, in addition to the Agreement and this Appendix B, the CONTRACTOR shall abide by all applicable ROSWELL PARK rules, regulations, policies, and procedures that are posted on the Premises and/or are otherwise made known to the CONTRACTOR, and shall comply with all applicable requirements of the Joint Commission on Accreditation of Healthcare Organizations and the Centers for Medicare and Medicaid Services' Conditions of Participation.
- 3.2 **PROFESSIONAL Demeanor.** The CONTRACTOR agrees and understands that it/they shall maintain a professional demeanor, as judged by ROSWELL PARK, while on the Premises.
- 3.3 **ROSWELL PARK-REQUIRED TRAINING.** The CONTRACTOR agrees, at ROSWELL PARK's direction, to attend ROSWELL PARK-required training, the purpose of which is to convey operational aspects of the Premises and/or ROSWELL PARK policies.
- 3.4 **TOBACCO USE.** The Premises and the surrounding properties are tobacco-free. Use of tobacco by the CONTRACTOR on the Premises is not allowed.
- 3.5 **RPCI STRUCTURES.** The CONTRACTOR's personnel shall not stand, anchor, hang, and/or otherwise apply a deleterious force upon any existing RPCI structure.

4.0 **PARKING.**

- 4.1 **VEHICLE PARKING.** Vehicle parking on the Premises is not provided to the CONTRACTOR by ROSWELL PARK. The CONTRACTOR may use ROSWELL PARK's parking ramp, located at Elm & Carlton Streets, Buffalo, New York 14263, or any available on-street parking, at the posted rates. Depending upon the size of the CONTRACTOR's vehicle, parking may not be permitted on the Premises. It is the CONTRACTOR's responsibility to verify with ROSWELL PARK whether or not it will be permitted to park its vehicle on the Premises, no less than one (1) day in advance of need, by calling either ROSWELL PARK's Parking and Transportation Operations Office at (716) 845-1492, or ROSWELL PARK's Public Safety Office at (716) 845-3069.
- 4.2 **DELIVERY-ONLY PARKING.** Delivery-only parking may be arranged by the CONTRACTOR with ROSWELL PARK, no less than one (1) day in advance of need, by calling either ROSWELL PARK's Parking and Transportation Operations Office at (716) 845-1492, or ROSWELL PARK's Public Safety Office at (716) 845-3069.
- 4.3 **FAILURE TO COMPLY.** Failure to comply may result in City of Buffalo-imposed legal action and/or removal from the Premises.

5.0 **ROSWELL PARK OPERATIONS.**

- 5.1 **INTERFERENCE WITH OPERATIONS.** Any Services deemed by ROSWELL PARK to create and/or cause interference with the business operations of ROSWELL PARK ("Operations") shall be scheduled or rescheduled by the CONTRACTOR with no additional cost to ROSWELL PARK.
- 5.2 **COORDINATION.** The CONTRACTOR agrees and understands that it must coordinate the Services with the RPCI's "Allied Departments" (for the purposes of this Appendix B,

“Allied Departments” shall mean RPCI staff and/or personnel that perform critical services for the Operation of RPCI, including, but not limited to, Engineering and Maintenance, Environmental Services, Facilities Planning, Utilities, Public Safety, and/or Occupational and Environmental Safety). Coordination is required for all “Impacts” to Operations (for the purposes of this Appendix B, an “Impact” or “Impacts” shall mean any action or actions that may have an effect on the noise level, cleanliness, air quality, utilities [electrical, Heating Ventilation Air Conditioning {“HVAC”}, plumbing, fire alarm detection and/or suppression, medical gases, etc.], egress paths and/or exits, vertical transportation, safety, security, etc.). The CONTRACTOR understands that the Allied Departments’ priority is Operations, not the Agreement.

5.3 ROSWELL PARK LABOR, MATERIAL, AND PROPERTY. The CONTRACTOR understands that ROSWELL PARK labor, material, and/or property shall neither be used nor requested during the performance of the Services unless specifically authorized in writing by ROSWELL PARK.

5.4 ROSWELL PARK REGULAR BUSINESS HOURS. ROSWELL PARK’s regular business hours are 7:00 a.m.-6:00 p.m., Monday through Friday, excluding any ROSWELL PARK-recognized holiday.

6.0 CLEANLINESS.

6.1 CLEANLINESS OF ALL AREAS. The CONTRACTOR shall maintain the predominant level of cleanliness in all areas with which it is in contact. ROSWELL PARK, at its sole discretion, may assess a cleaning charge upon the CONTRACTOR if it/they fail to maintain the predominant level of cleanliness. The cleaning charge will be deducted from the current amount due to the CONTRACTOR, as applicable.

6.2 USE OF RPCI SINKS AND DRAINS. The CONTRACTOR shall not use RPCI sinks or drains to clean off tools and/or equipment. Concrete and/or drywall compound tailings shall be rinsed by the CONTRACTOR such that no effluent goes to a sewer.

6.3 FIRE ALARM ACTIVATION. If dust or particulate generation results in fire alarm activation by the CONTRACTOR, the CONTRACTOR shall be assessed a \$500.00 penalty for each alarm that will be deducted from the current amount due to the CONTRACTOR.

7.0 CONSTRUCTION WASTE.

7.1 USE OF RPCI DUMPSTERS. RPCI dumpsters shall not be used by the CONTRACTOR for disposal unless specifically authorized in writing by RPCI for the amount and types of waste.

7.2 USE OF RPCI CARDBOARD BALERS. RPCI cardboard balers shall not be used and/or operated by the CONTRACTOR.

7.3 CONSTRUCTION WASTE. Construction waste resulting from the Services shall be removed from the construction area and properly disposed every shift by the CONTRACTOR.

8.0 HOSPITAL INFECTION CONTROL.

8.1 STANDING WATER. The CONTRACTOR shall immediately dry any standing water upon discovery and shall locate the source and shut it off or stop it, immediately notifying

the ROSWELL PARK project manager of the occurrence.

- 8.2** **WORK PERMITS.** The CONTRACTOR shall follow all conditions on the written “Work Permit” issued by ROSWELL PARK (for the purposes of this Appendix B, a “Work Permit” shall mean the written result of the risk assessment analysis process that states the controls and requirements required to be in place at all times during performance of the Services). Failure to abide by the conditions or rejection of any Services by RPCI’s Infection Control Department is not basis for additional charges to ROSWELL PARK.
- 8.3** **HIGH-EFFICIENCY PARTICULATE AIR VACUUMS.** High-Efficiency Particulate Air (“HEPA”) vacuums are provided by ROSWELL PARK. These HEPA vacuums are required as indicated in the Work Permit. CONTRACTOR-provided HEPA vacuums are not allowed.
- 8.4** **SERVICES PERFORMED IN PATIENT CARE AREAS.** If the Services are to be performed on the Premises in any location where patients, visitors, and/or related staff travel, congregate, are treated, and/or work in support of medical treatment (“Patient Care Areas”) between November 1st and March 31st of any calendar year (or any extension of time thereafter as may be determined by ROSWELL PARK), the CONTRACTOR shall have been inoculated with the current seasonal influenza vaccination and receive an RPCI-issued sticker which shall be place on their identification badge. If this is not possible, or if evidence of inoculation is not presented, RPCI-issued masks shall be worn at all times by the CONTRACTOR while in Patient Care Areas. If any of the CONTRACTOR’s employees who will be performing the Services in Patient Care Areas are non-immunized, such employees are required to sign a declination, receive an RPCI-issued sticker on their identification badge, and wear a mask at all times when performing the Services in the Patient Care Areas. Depending upon adequacy of supply, ROSWELL PARK may offer inoculation at no cost.
- 9.0** **CONFLICTING TERMS.** In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Appendix F, the terms of this Appendix F shall control.
- 10.0** **COMPLIANCE.** While on RPCI property, in addition to the Agreement, the CONTRACTOR shall abide by all applicable ROSWELL PARK rules, regulations, policies, and procedures that are posted on RPCI property and/or are otherwise made known to the CONTRACTOR. In addition, the CONTRACTOR shall comply with all applicable requirements of The Joint Commission and the Centers for Medicare and Medicaid Services when providing services to ROSWELL PARK. Where the CONTRACTOR will be performing services in any area(s) where patients, visitors, and/or related staff travel, congregate, are treated, and/or work in support of medical treatment, the CONTRACTOR shall provide the following to ROSWELL PARK: (i) proof of current immunizations; and (ii) verification of credentials (if applicable).
- 11.0** **Vendor Policy**
- A. General Health Screenings**
Vendor shall comply with the NYS Annual PPD and Health screening programs and the RPCI flu policies and requirements.
The following are the general health screening requirements for the Staff Members
- B. Purified Protein Derivative Skin Tests (PPD)**
A two (2)-step Purified Protein Derivative (“PPD”) (Mantoux) skin test for tuberculosis will be performed.

If any Staff Member receives, or has in the past received, a positive PPD test result, then he or she must provide RPCI with proof of the positive PPD test and any follow-up studies (e.g., chest-x-ray results). For any staff Member placed at RPCI for a continuous year or more, PPD testing must be repeated on such Staff Member on an annual basis, unless there is a positive PPD test result for any such Staff Member in which he or she will be required to follow-up appropriately, as directed by RPCI.

C. Influenza Vaccinations

All Staff Members working, or potentially working at RPCI between November 1st and March 31st of any calendar year (or any extension of time thereafter as may be determined by RPCI), must either receive the current seasonal influenza vaccination or if they decline it will be required to sign a declination and receive an RPCI-issued sticker to wear on his or her identification badge, and wear an RPCI-approved mask at all times when he or she is on the Premises. Should the flu vaccination become mandatory at any time then the staff must accept the vaccination to work at this location.

D. Exclusion Screening Required: Vendor

Vendor shall perform the following exclusion screening with respect to all of its employees and long-term contractors who will perform services pursuant to this Agreement. Screening shall include a review of the following databases (prior to hire/contracting and monthly thereafter) to confirm that the individual is not on any relevant exclusion lists. No person who appears on any of the relevant exclusion lists will be allowed to work on the Premises. The Director shall be provided, upon request, with documentation/results supporting the hire.

Screening shall be performed on the following databases:

1. The General Services Administration (“GSA”) exclusions list (available at: <https://www.sam.gov/portal/SAM/#1>);
2. The Health and Human Services/Office of Inspector General’s exclusions list (available at: <http://exclusions.oig.hhs.gov/>); and
3. The New York State Office of the Medicaid Inspector General’s exclusions list (available at: <https://omig.ny.gov/index.php/fraud/medicaid-exclusions>).

E. Product Recall

IMMEDIATELY RECALL: Vendor will immediately remove any products in its inventory that are subject to product recall issued by Local, State and Federal authority. Any products involved in such recall shall not be returned to inventory or sold from the Premises until written documentation is received from the applicable product provider guaranteeing the safety of the product. Vendor will provide RPCI with any documentation pertaining to product recalls immediately upon RPCI request.