



# **OSHA STRATEGIC PARTNERSHIP AGREEMENT**

BETWEEN

THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION,

HOUSTON SOUTH AREA OFFICE

&

RUSSELL CONSTRUCTION COMPANY

VA BEAUMONT OUTPATIENT CLINIC (OPC)

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## **I. IDENTIFICATION OF PARTNERS**

### **A. Partners**

The partners are the Occupational Safety and Health Administration (OSHA), Houston South Area Office (HSAO) and Russell Construction Company.

### **B. Background**

To facilitate OSHA's goal of reducing occupational fatalities, injuries, and illnesses within the construction industry, OSHA and Russell Construction Company (Here after referred simply as Russell), have agreed to enter into a cooperative partnership agreement. The partnership agreement will cover the VA Beaumont Outpatient Clinic (OPC) project. The project scope is for the ground-up construction of a 66 thousand square foot outpatient clinic in the city of Beaumont, Texas. This partnership will help ensure that the construction project utilizes an effective and systematic safety management approach that emphasizes continuous improvement through cooperative efforts from management, labor, and OSHA.

This partnership is designed to address the hazards within the construction industry, to promote and recognize jobsites controlled and managed by contractors that have demonstrated an effective safety and health management system that meets or exceeds OSHA's recommended practices for safety and health programs. The partnership agreement will serve to establish a cooperative effort in ensuring a safe worksite and maintaining an open line of communication between OSHA, Russell, and their contractors. The partnership is consistent with OSHA's efforts to better use their resources, encourage the development and implementation of safety management systems, and increase participation by construction contractors who utilize effective safety processes.

## **II. PURPOSE/SCOPE**

This agreement was developed jointly by OSHA's Houston South Area Office and Russell. The common objective and goal of the partnership is to provide a safe and healthful environment for workers involved in the construction industry through increased training, implementation of best work practices, improved safety and health programs, and compliance with applicable OSHA standards and regulations.

By focusing its efforts, skills, knowledge, and resources, OSHA and Russell expect to reduce exposure to hazards and serious injuries by preventing accidents during all phases of construction at the VA Beaumont OPC project site.

OSHA has identified the top four causes of fatalities in construction as falls, struck by equipment or machinery, electrocution, and caught in or between equipment. OSHA and Russell will devote resources to ensure these top causes of fatalities are eliminated at the

worksite by establishing effective safety management systems and implementing best practices to achieve self-compliance at the VA Beaumont OPC site.

### **III. GOALS AND STRATEGIES**

The overall goal of the partnership is to create a relationship that focuses on preventing fatalities, injuries, and illnesses through eliminating or controlling serious hazards. This Partnership seeks to achieve its goal by improving safety management systems, and promoting a positive safety culture for all contractors on this Russell managed project.

#### **A. GOALS**

The targeted goal of this partnership will be to promote a positive safety culture for all contractors working on this Russell managed project through the following means:

1. Reducing injuries and illnesses throughout the duration of the Partnership and evaluating the outcomes annually.
2. Promoting proactive injury and illness prevention programs at the project site through self-generated Russell safety and health management programs.
3. Increasing communication and mutual respect among government, state institutions, and the local construction contractor community.
4. Developing safety and health programs, utilizing OSHA's updated Recommended Practices for Safety and Health Programs as a model.
5. Promoting use of available OSHA and State consultation resources to all project contractors where assistance and oversight are needed.
6. Providing mentoring and training opportunities for contractors and their employees.
7. Developing a business/labor/government partnership approach to safety and health management.

#### **B. STRATEGIES**

1. Increase the number of employees, employers, and supervisors that have completed relevant safety training.
2. Increase the number of safety and health programs and best safety practices implemented among contractors and raise safety awareness among all contractors.
3. Reduce and prevent serious incidents, and control or eliminate serious workplace hazards through pre-work hazard assessments and proactive safety process management.

4. Require that all contractors develop pre-work hazard assessments for all scopes of work and document existing conditions and proposed control measures.
5. Perform initial safety orientation meetings with Russell project management, safety representative(s), project superintendent(s) and project manager(s).
6. Dedicate the first portion of site meetings to discussing project safety.
7. Require that daily site safety inspections are conducted by Russell supervisors, onsite Safety Professional or other designated individuals.
8. Track and evaluate project safety performance. Develop and share "Lessons Learned" information with all project contractors.

#### **IV. SAFETY AND HEALTH MANAGEMENT SYSTEM**

Russell will implement a comprehensive safety and health management program, which includes 1. Management leadership and worker involvement, 2. Worksite analysis, 3. Hazard prevention and control, and 4. Safety and health training.

##### **Management Leadership and Worker Involvement**

1. Implement a clear worksite policy on safe and healthful work and working conditions, so that all personnel with responsibility at the site fully understand the priority and importance of safety and health protection in the organization.
2. Provide visible top management involvement in implementing the sites safety and health management programs so that all employees understand that management's commitment is serious.
3. Arrange for and encourage employee involvement in the structure and operation of the site's safety and health programs.
4. Assign and communicate responsibility for all aspects of the safety and health programs so that managers, supervisors, and employees at all levels of the organization know what performance is expected of them.
5. Ensure that site leaders and employees feel empowered to enforce safety rules and regulations. Include provisions to hold subcontractors and employees accountable and, if necessary, remove employees from the job site.
6. Provide adequate authority and resources to responsible parties so that assigned responsibilities can be met.

7. Hold managers, supervisors, and employees accountable for meeting their responsibilities to ensure the site's safety and health goals are met.

### **Worksite Analysis**

1. Conduct periodic workplace inspections/audits for the purpose of identifying and correcting safety and health hazards. Fall, electrical, struck by and caught between hazards will be corrected and documented.
2. Entire site inspections/audits will be conducted as frequently as deemed necessary by Russell, but in no case less than once weekly.
3. Document job hazards analysis.
4. Provide a reliable system for employees to notify management personnel about conditions that appear hazardous and to receive timely and appropriate responses that encourage employees to use the system without fear of reprisal.
5. Investigate incident and "near miss" events so that their causes and means of prevention can be identified.
6. Maintain records of recordable injuries and illnesses as required by OSHA.
7. Analyze injury and illness trends to identify work practice improvements or material modifications necessary to prevent incidents.

### **Hazard Prevention and Control**

1. Establish safe work practices and procedures that are understood and followed by all affected parties. Understanding and compliance are a result of training, positive reinforcement, correction of unsafe performance, and if necessary, enforcement through a clearly communicated disciplinary system.
2. Each site contractor shall provide personal protective equipment to their employees so that tasks can be performed safely.
3. Plan and prepare for emergencies, conduct training, and emergency drills as needed, to ensure that proper response to emergencies will be "second nature" to site employees including contractors.

### **Safety and Health Training**

1. Instruct employees at the site in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposures to illness or injury.

2. Train workers on fall protection, prevention of electrocutions, caught-between and struck-by accidents as applicable to their job duties.
3. Mentor contractors that have not yet developed their own safety and health program, and if necessary, refer them to the State consultation service (OSHCON) for assistance.

## **V. WORKER INVOLVEMENT**

Russell will ensure all project workers are involved in the safety and health program through participation in activities such as safety walkthroughs/observations, safety and health meetings, and incident investigations as appropriate. Worker involvement is an essential component of an effective safety and health program.

## **VI. PERFORMANCE MEASURES**

The effectiveness of this partnership agreement will be evaluated periodically, annually, and at the end of the project through the following performance measurements:

- A. OSHA recordable injuries and illnesses data review to determine the total case incident rate, and the days away from work rate for the project site to compare them to the national average.
- B. The number of employers, supervisors, and employees that receive safety and health training. Maintain records of employees that receive site specific training to be delivered by Russell.
- C. Require that all site contractors conduct and document weekly safety toolbox talks.
- D. The number of safety and health programs the project site established.
- E. Site safety and health data will be gathered quarterly by Russell and submitted to the OSHA Partnership representative. The data will analyze the number of hours worked, number of injuries, illnesses, fatalities, and serious hazards found and corrected from onsite audits, job site inspections, and OSHA inspection activity if any takes place.
- F. Job site inspections will indicate the number of hazards observed and corrected by Russell and each affected contractor.
- G. Track and investigate near miss incidents and first aid cases.
- H. Review project safety and health baseline annually to evaluate goal achievement performance.

## **VII. ANNUAL EVALUATION**

The partnership will be evaluated on an annual basis using the Strategic Partnership Annual Evaluation Format measurement system as specified in Appendix C of CSP 03-02-004, OSHA Strategic Partnership Program for Worker Safety and Health Directive. Russell will gather the data to evaluate and track the overall results and success of the partnership program. This data will be shared with OSHA. OSHA's Houston South Area Office will be responsible for conducting, writing, and submitting the annual evaluation report.

## **VIII. OSHA VERIFICATIONS**

OSHA's Houston South Area Office will verify compliance with this agreement through on-site non-enforcement, and off-site performance verification checks in accordance with CSP 03-02-004 as follows:

- A. Perform initial on-site non-enforcement verification inspection within 30 days of OSHA Strategic Partnership (OSP) signing, and every other month thereafter. This type of verification inspections is conducted to discuss and review the progress and challenges of the partnership and could include a presentation of activities in addition to a walkthrough of the project site. If any serious hazards are identified, they shall be corrected as soon as possible. If management refuses to correct hazards, a referral may be made for an enforcement inspection.
- B. Off-site verifications will be conducted every other month in months where an on-site non-enforcement verification inspection doesn't take place. Off-site verifications are conducted without entering the partner's worksite and would include review of injury and illness data, jobsite inspections, and other data and reports as desired by either party to this agreement.

OSHA will continue to investigate fatalities and catastrophes should they occur at the jobsite as well as alleged "imminent" danger situations. Any complaints, referrals received will be handled in accordance with applicable OSHA directives, and Field Operations Manual.

## **IX. INCENTIVES**

Maximum penalty reductions for all tiered contractors working on any partnership jobsite as allowed in the OSHA Field Operations Manual (FOM) for good faith and history. When calculating the initial penalty reduction, OSHA will grant the 25% reduction provided in the OSHA FOM where the employer has taken specific, significant steps beyond those provided in the OSHA FOM to achieve a high level of employee protection. This additional reduction will not apply to high gravity serious, willful, failure to abate, or repeat citations.



Other participant incentives from OSHA may include priority consideration for compliance and offsite technical assistance (phone calls/faxes) by OSHA as resources allow.

#### **X. PARTNERSHIP MANAGEMENT AND OPERATION**

The Russell site project manager will be the point of contact for all matters associated with this partnership and will maintain communication with the Compliance Assistance Specialist in the Houston South Area Office.

The Compliance Assistance Specialist (CAS) in the Houston South Area Office will be the designated contact for this agreement and will serve as a resource and assist with safety and health training and provide technical assistance. The CAS will audit safety and health data collected by Russell and make recommendations for improvement in meeting the partnership goals. The CAS will conduct the off-site non-enforcement and on-site non-enforcement inspections addressed in section VIII.

#### **XI. WORKER AND EMPLOYER RIGHTS**

This partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act, nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the Act.

#### **XII. PARTNERSHIP TERM**

This partnership agreement will cover the VA Beaumont OPC project and will terminate upon completion of the project, or on December 31, 2026. Russell and OSHA will make a joint determination of whether to continue the partnership should the project completion date extend beyond the December 2026 target completion date.

If either OSHA or Russell wish to withdraw their participation prior to the established termination dates, the agreement will terminate upon receiving a written notice of the intent to withdraw from either signatory.

### **XIII. SIGNATURES**

Signed on this XX day of Month YEAR.

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Larissa Ipsen, M.S.  
Area Director, Houston South Area Office  
U.S. Department of Labor/OSHA

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Eric Schroeder  
Project Executive  
Russell Construction

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Mike Britt  
Superintendent  
Russell Construction

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Erik Stenzel  
Field Safety Manager  
Russell Construction



## STRATEGIC PARTNERSHIP SELF INSPECTION

Employer Name ..... \_\_\_\_\_

Name of Project..... \_\_\_\_\_

Inspection Date(s): ..... \_\_\_\_\_

**Total number of employees' on-site** ..... \_\_\_\_\_

### **Accident Information:**

Number of lost time cases..... \_\_\_\_\_

Number of restricted cases..... \_\_\_\_\_

### **Hazards identified and corrected:**

**Falls** ..... \_\_\_\_\_

(floors, platforms, roofs)

**Electrical** ..... \_\_\_\_\_

(overhead power lines, power tools and cords, outlets, temporary wiring)

**Struck By**..... \_\_\_\_\_

(falling objects and vehicles)

**Caught-in/Between** ..... \_\_\_\_\_

(cave-ins, unguarded machinery, equipment)

**Other hazards**..... \_\_\_\_\_

### **Training (optional)**

**# of employees** \_\_\_\_\_ **X # of hours** \_\_\_\_\_ **= Total Hours** ..... \_\_\_\_\_

**# of managers** \_\_\_\_\_ **X # of hours** \_\_\_\_\_ **= Total Hours** ..... \_\_\_\_\_

**Inspection Conducted by:** ..... \_\_\_\_\_