

HEALTH CARE WITHOUT HARM

MODEL LANGUAGE REGARDING THE PURCHASING OF MEDICAL PRODUCTS CONTAINING POLYVINYL CHLORIDE, PHTHALATES AND OTHER ENVIRONMENTALLY HARMFUL SUBSTANCES

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FINAL DRAFT

The following document contains model language for hospitals and general purchasing organizations to utilize in the acquisition of medical supplies. The purpose of the language is to shift the procurement process away from the use of products containing polyvinyl chloride, phthalates (including DEHP), and other materials believed to cause harm to the environment or public health.

The document contains two parts. Part One is model language for inclusion in purchasing policies, manuals and similar internal institutional guidance. Part Two is model language for inclusion in contracts.

Note that this model covers both the specifically identified issues of DEHP and PVC, but also encompasses the potential for action on other harmful substances as they come to the attention of the hospital or purchasing organization.

This model language was developed with input from professionals in the health care, legal and purchasing arenas.

For additional information on PVC, DEHP and other environmentally harmful substances utilized in health care, contact Health Care Without Harm at 617 524-6018 or visit its website at [A data copy of these model purchasing provisions is available at that site.](#) Health Care Without Harm, which sponsored the development of this model language, is a coalition of over 200 health, religious, labor, and environmental organizations. HCWH seeks to reform the health care industry by promoting comprehensive pollution prevention practices, supporting the development and use of environmentally safe materials, technology and products, and educating and informing health care institutions, providers, workers, consumers and all affected constituencies.

For feedback or questions on this evolving model language, or to obtain this language as an editable data file, contact the author, Attorney Sanford Lewis, at 617 489-3686 or via email at gnproject@earthlink.net.

MODEL PROCUREMENT LANGUAGE FOR HOSPITALS REGARDING PVC, PHTHALATES AND OTHER ENVIRONMENTALLY HARMFUL SUBSTANCES

PART ONE: POLICY LANGUAGE

[ACME HOSPITAL] is committed to conducting its business affairs in the highest ethical manner. Further, [ACME HOSPITAL] is committed to conducting its business in a socially responsible manner. As such, [ACME HOSPITAL] is concerned that its activities promote the health of the community and the well-being of the environment in which it is situated. In order to exercise precaution on behalf of the environment and public health, [ACME Hospital] hereby adopts a policy that it will use alternatives to polyvinyl chloride (PVC), phthalate products and other potentially harmful products and substances where available at reasonable cost, suited to intended uses, and safe. [ACME HOSPITAL] hereby establishes a goal of phasing out the use of leachable phthalate-containing products within three years, and phasing out the use of PVC products as soon as possible, with the following goals and timelines:

- a. Send a letter to inform Vendors of this preference within two months of the adoption of this policy.
- b. Conduct an inventory of PVC and phthalate products purchased by [ACME HOSPITAL] within six months of the adoption of this policy.
- c. Seek to achieve a 30% reduction in use of PVC and phthalates within one year.
- d. Seek to achieve a 50% reduction in use of PVC and phthalates within two years.
- e. Seek to achieve a 75% reduction in use of leachable phthalates within three years.

This document is intended to put all vendors on notice of ACME's intent. Specifically, all vendors who do business should as a condition of accepting any purchase order be on notice of ACME's preference for alternatives to PVC and phthalate containing products. Further, each vendor is hereby on notice of ACME's intent to eliminate all potentially harmful products or substances as viable, safe alternatives become available. By accepting and partially performing on any purchase order each vendor acknowledges that they have read the Purchasing Policies and guidelines and they acknowledge that they accept those provisions as a condition of doing business.

In addition [ACME HOSPITAL] shall request vendors to identify the products which they provide which contain PVC and DEHP as well as the known alternatives that are PVC-free and phthalate-free, and to provide an information sheet on leachable phthalate products as described later in this policy.

[ACME HOSPITAL] shall utilize alternatives to leachable DEHP as they are known to become available and suited to intended uses, at reasonable cost.

[ACME HOSPITAL] will regularly publish progress reports on the implementation of this policy, which shall be made available to health care consumers, shareholders and the general public.

PART TWO: CONTRACT LANGUAGE

DISCLOSURE SHEET TO ACCOMPANY LEACHABLE PHTHALATE

PRODUCTS. [Suppliers/Producers] of products containing leachable phthalates shall provide to [ACME HOSPITAL] a disclosure sheet containing the following information;

This product contains ___% DEHP (or other plasticizer) by weight. Under normal usage circumstances, as much as ___ milligrams of DEHP may be expected to leach per ____.

Phthalates may pose health hazards particularly if utilized in long term care or sensitive populations, such as in the care of women who are or may be pregnant, infants, hemophiliacs, dialysis patients or individuals receiving long term intravenous or tube-feeding treatment. Alternative products which do not contain DEHP may be available as substitutes for this product. In order to reduce unnecessary exposure to DEHP during usage [describe conditions of usage].

This disclosure sheet shall be completed by the supplier with the following information:

- 1.the percentage of DEHP contained in the device by weight;
2. an estimate of the amount of leaching that can be expected to occur under routine usage and other anticipated usage circumstances (for example if the product is warmed prior to use);
3. precautions that can be taken to reduce the potential for leaching of DEHP (e.g., guidelines for temperature of usage and storage, duration of usage).

INVENTORY OF PVC AND PHTHALATE MEDICAL DEVICES AND PVC AND PHTHALATE-FREE ALTERNATIVES. [Supplier/Producer] agrees to provide a list of the medical devices it provides pursuant to this contract which contain PVC or Phthalates, as well as a list of alternatives to such products which it provides or on which it has information.

REPORTING ON THE DEVELOPMENT OF PVC-FREE AND PHTHALATE-FREE ALTERNATIVES.

[Supplier/Producer] agrees to provide a report twice per year on its efforts to make PVC and Phthalate-free alternatives available to health care consumers, including a list of all new PVC and Phthalate-free alternatives of which it is aware.

RIGHT TO TERMINATE CONTRACT AND RELEASE FROM RENEWAL OBLIGATION AS SAFER ALTERNATIVES BECOME AVAILABLE.

[ACME HOSPITAL] shall have the right to terminate this contract with three months notice to vendor. If [ACME HOSPITAL] determines, in its sole discretion, that there are PVC-free or phthalate-free products or substitutes for other harmful products or substances available on the market which are of high quality, the same or better functionality and readily available at reasonable price, [ACME HOSPITAL] may terminate such contract obligations with three months notice. Such decision to terminate for the identified products shall not prevent [ACME HOSPITAL] from exercising its continuing rights under this contract as to other products which may be included in this contract along

with the discontinued products.

It shall be at ACME's sole discretion to determine other products that it considers to be harmful, or the availability of alternatives to PVC, phthalates or such other harmful products. The vendor accepts this discretion as a condition of doing business. The vendor acknowledges that there is only recourse is an appeal to the designated Purchasing Agent for ACME and that their decision in these matters is final. Vendor acknowledges and accepts that authority as a condition of doing business with ACME.

[For contracts subject to optional or annual renewal.] If [ACME HOSPITAL] determines, in its exclusive discretion, that there are PVC-free or phthalate-free products available on the market which are of high quality, the same or better functionality and readily available at reasonable price, [ACME HOSPITAL] shall notify [provider] that it is pursuing contracts to acquire such alternative products in lieu of the products they can replace under this contract. If [ACME HOSPITAL] acquires alternative products it shall notify provider prior to the renewal deadline of this contract. In such event, [ACME HOSPITAL] shall be released from renewal of contracting on such products and may acquire alternative products in lieu thereof. Such decision not to renew contract for such products shall not prevent [ACME HOSPITAL] from exercising its continuing right to renew this contract as to other products nor affect the price of such other products.