

## **KELLY HEALTHCARE RESOURCES**

### **ADDENDUM TO AGREEMENT FOR EDUCATIONAL STAFFING**

The following responsibilities are in addition to the list of responsibilities set forth in Sections 2 and 3:

#### **A. KELLY RESPONSIBILITIES**

Kelly shall be responsible for:

Verifying the currency of the license of all licensed personnel Kelly supplies to the Customer;

Satisfying its obligations under the Immigration and Reform Control Act, and the state and federal laws regarding equal employment opportunity, and occupational safety and health;

Offering the Hepatitis B vaccine upon employment to temporary employees whose job duties will involve a reasonable risk of exposure to bloodborne pathogens, providing such employees with general training relating to bloodborne pathogens and the universal precautions, and maintaining the records required by OSHA regarding such training only, Kelly's offering of the hepatitis B vaccine, and exposure incidents and post-exposure treatment;

Maintaining employee records of annual TB mantoux test or chest x-ray; and

Not engaging subcontractors to provide temporary employees unless agreed to in advance by Customer.

Kelly will be the employer of temporary employees, and shall not by reason of their assignment to Customer through Kelly become employees of Customer.

#### **B. CUSTOMER RESPONSIBILITIES**

Customer shall be responsible for:

Providing a suitable workplace for personnel supplied by Kelly which complies with all applicable safety and health standards and legislation including the obligations related to OSHA Bloodborne Pathogens Standard for Health Care Workers;

Providing post-exposure evaluation and treatment, and maintaining and providing to Kelly all records regarding exposure incidents, post-exposure evaluation and treatment at Kelly's expense;

Providing personnel supplied by Kelly with all necessary site-specific information, training, personal protective equipment and materials regarding 1) hazardous substances at the workplace, and 2) the Customer's exposure control program;

Notifying Kelly in writing of any asserted claims within 10 days of either learning of a claim or discovery of an occurrence upon which a claim may be based, whichever occurs sooner;

Ensuring temporary employees are only floated to areas of comparable clinical diagnoses and acuities. If a temporary employee is asked to float to another department with Customer, the department must be a like department or unit and the float employee must have demonstrated previous competency and have the appropriate certifications and credentials for that department/unit;

Orienting temporary employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code, physical layout and equipment, and to validate competency and ability of temporary employee to properly use equipment;

Cooperating in an evaluation of each temporary employee relative to such employee's ability to perform specific job functions upon completion of employee's assignment; and,

Notifying Kelly within twenty four (24) hours of the event, any competency issues, incidents, and/or complaints related to the temporary employee and/or Kelly. Customer agrees to initiate communication with Kelly whenever an incident/injury report related to temporary employee is completed. Upon notification, Kelly shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries, and safety hazards related to the care and services provided.

### C. ACCESS TO RECORDS

To the extent required by regulations promulgated by the Health Care Financing Administration pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, Kelly shall, until the expiration of four (4) years following the furnishing of services pursuant to this Agreement, make available upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents, and records necessary to verify the nature and extent of costs incurred by Customer by reason of the activities of Kelly under this Agreement. Any subcontracts entered into hereunder by Kelly for the provision of the services contracted herein, if over a twelve (12) month period, shall contain this clause imposing the same obligations upon each subcontractor.

### D. BBP TESTING

Kelly and Customer agree that if a body fluid exposure incident occurs that exposes a temporary employee to another person's (source person's) bodily fluid(s), and the HBV, HCV, and/or HIV-infection status of the source person is unknown, procedures that comport with applicable state and local laws will be followed for both requesting that the source person to be tested and for testing the source person, including obtaining the source person's informed consent. Customer will bear the expense of testing the source person. Any temporary employee who has been exposed to HBV, HCV, or HIV as a result of the exposure incident will be referred for appropriate counseling and treatment. Infection status of the source person and other medical information concerning the source person shall be treated as confidential information.

#### Acknowledged:

**Kelly Services, Inc.:**

**Warren County School District:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*For Kelly Office Use Only:*

<input type="checkbox"/>	Kelly has provided Customer with a copy of the <b>Kelly Healthcare Resources Customer Obligations Applicable to Joint Commission Requirements</b> , which outlines both parties' obligations under The Joint Commission.
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