

BALLAD HEALTH OBSERVATION AGREEMENT

Name of Observer: _____

Name of Sponsor: _____

Location(s) of Observation: _____

Date(s) of Observation: _____

Purpose of Observation: _____

Ballad Health provides opportunities for students in medical, pre-medical, nursing and allied health education programs to observe members of its medical and allied health staffs performing patient care activities at Ballad Health facilities when such observation experiences have been arranged by the student with a sponsoring medical/allied health staff member and approved by Ballad Health. In consideration of the opportunity to participate in an observation experience at the above named Ballad Health facility, Sponsor and Observer agree as follows:

1. Sponsor and Observer understand and agree that Observer is permitted only to view patient care activities, and only with patient consent. Observer will not participate in patient care activities of any type.
2. Sponsor and Observer understand that Observer must be accompanied by Sponsor when observing patient care activities and that Observer will not be allowed independent access to patients or patient records.
3. Sponsor and Observer will clearly identify Observer to patients and observation of patient care activities will only occur after the patient has given consent for Observer to be present. Sponsor will document such consent in the patient's medical record.
4. Sponsor agrees that Sponsor will be responsible for supervising the activities of Observer. Sponsor and Observer agree to comply with all applicable Medical Staff Bylaws, Policies, Rules and Regulations, and Ballad Health policies and procedures, including but not limited to those related to observers/visitors, safety, infection control and patient confidentiality.
5. Prior to the start of the observation period, Observer will complete any orientation or training which may be required by Ballad Health.
6. If required by Ballad Health, Observer will undergo a criminal background screening at Observer's expense and authorize release of the results of such screening to Ballad Health prior to the start of the observation period.
7. Prior to the start of the observation period, Observer will provide documentation of compliance with all required immunizations and health screenings. Observer will refrain from observing patient care activities at any time Observer has infectious disease symptoms.
8. Observer will sign the confidentiality agreement attached hereto as **EXHIBIT A**.
9. Observer understands and agrees that Observer will not be considered to be an employee or agent of Ballad Health for any purpose. Observer further understands and agrees that Observer is not covered under any liability, health, accident, workers' compensation or other insurance maintained by Ballad Health. Ballad Health will provide emergency medical care to Observer in the event of accident or illness during the observation experience at Observer's expense.

10. Sponsor and Observer understand and agree that Ballad Health may, in its sole discretion, terminate the observation experience at any time by providing notice to Observer. Sponsor and Observer acknowledge that no appeal or grievance rights exist to challenge the termination of an observation experience.
11. Observer acknowledges that Observer is participating in the observation experience voluntarily at Observer's request. Although Observer is not permitted to participate in any patient care activities during the observation experience, Observer understands that there are risks and hazards associated with participating in an observation experience in a health care setting, and Observer hereby assumes all such risks and hazards.
12. Observer hereby releases, indemnifies and holds harmless Ballad Health, its affiliates, officers, directors, employees and agents from any and all injuries, losses, damages or expenses which may arise from Observer's participation in the observation experience.
13. Sponsor hereby releases, indemnifies and holds harmless Ballad Health, its affiliates, officers, directors, employees and agents from any and all injuries, losses, damages or expenses which may arise from Sponsor's participation in the observation experience.

"Observer"

Signature: _____

Printed Name: _____

Date: _____

"Sponsor"

Signature: _____

Printed Name: _____

Date: _____

"Ballad Health"

Signature: _____

Printed Name: _____

Date: _____