

# REGENTS OF THE UNIVERSITY OF MINNESOTA

# BY AND THROUGH ITS MEDICAL SCHOOL

# OBSERVER AGREEMENT

# FOR

# STUDENTS AND OTHER NON-PHYSICIAN/NON-FACULTY OBSERVERS

**Observer Name:**

**Sponsoring Faculty Name:**

***WITH THIS OBSERVER AGREEMENT***(“Agreement”),Observer wishes to gain medical knowledge and exposure to certain patient-care procedures/activities by participating in an observership experience (“Observership”) at the University of Minnesota Medical School, through its Department of       (“Department”). This Observership, not to exceed six (6) months, starts       and ends      . In exchange for the opportunity to participate in this Observership, the following terms shall apply:

**1.** Observer will be sponsored by University of Minnesota faculty member       (“Sponsored Faculty”), who is a physician credentialed to provide patient care at the University of Minnesota Medical Center, Fairview. Sponsoring Faculty will provide Observer with opportunities to observe the faculty performing patient care and/or clinical teaching duties. Sponsoring Faculty will oversee the activities of the Observer to help assure compliance with the terms of this Agreement.

**2.** Observer will not receive any academic credit for this experience and will not be considered a student, resident, fellow or trainee of the University of Minnesota (“University”), Fairview Heath Services (“Fairview”), University of Minnesota Physicians (“UMP”), or of Twin Cities Anesthesia Associates (“TCAA”). In any communication to others about this experience, Observer agrees to represent their status accurately as that of an Observer.

**3.** Observer will not be considered an employee/staff member of the University, Fairview, UMP or TCAA and will not be entitled to salary, benefits, reimbursement of expenses or other compensation. Observer understands that they will not be provided with liability or medical insurance, nor qualify for workers’ compensation benefits if injured during the course of the Observership. Observer certifies having health insurance coverage which is valid in the United States.

**4.** Observer will not provide medical care to patients during the Observership. Observer understands that medical care includes, but is not limited to, performing any of the following functions: taking a medical history; performing a physical examination; diagnosing or treating a patient’s condition; prescribing or administering drugs; writing notes or orders in a patient’s chart; performing or assisting in a surgical procedure; or billing for services rendered. Observer further acknowledges that providing medical care to patients in violation of this Agreement may result in civil liability, licensing sanctions and/or criminal penalties.

**5.** Observer understands that they must be accompanied by Sponsoring Faculty when observing patient care activities and they have no independent access to patients or to patient records (electronic or hard copy form). Observer agrees to wear an observer badge with photo identification as provided by Fairview, identify themselves to patients as an observer, and observe patient care activities/procedures only after the patient has given permission for the Observer to be present.

**6.** Observer agrees to comply with all applicable policies and procedures of the University and Fairview, including but not limited to policies on observer/visitor rules, equal opportunity/non-discrimination and protecting patient confidentiality. **Observer will not disclose or discuss patient identifiable information with any persons except with other healthcare providers involved in the patient’s care as needed to facilitate the observership experience. Observer further acknowledges that the obligation to protect patient confidentiality remains in effect after this Agreement ends.**

**7.** Prior to the start of the observership, Observer will be required to provide proof of immunization for measles (rubeola), mumps and rubella (two doses) or positive titre; tetanus in the last ten (10) years; chicken pox (varicella) series, documented positive history, or positive titre; pertussis since 2005; hepatitis B series or documented immunity; annual influenza; and evidence of annual tuberculosis (TB) test, or in the case of a positive TB test, results of a normal chest x-ray dated after the TB test. Observer agrees to refrain from patient care observation at any time Observer has an infectious disease/condition that could be transmitted to patients.

**8.** To the extent Observer is not a citizen or permanent resident of the United States, Observer will provide documentation prior to the start of the observership that they have an appropriate visa status which authorizes the Observer to be present in the United States and allows Observer to participate in this observership experience.

**9.** Both Observer and the University may terminate this Agreement at any time and for any reason prior to the scheduled conclusion of the observership, by providing written or oral notice to the other party. The University may terminate the Agreement at its own discretion, or at the request of Fairview, UMP or TCAA. Observer acknowledges that there are no grievance, appeal or other due process procedures available at the University, Fairview, UMP or TCAA to challenge the termination of an observership experience or Observer Agreement.

**10. Release of Liability.** Observer releases the University, Fairview and its affiliates, UMP, TCAA, and their respective regents, trustees, directors, officers, employees, agents, and representatives from any responsibility or liability for personal injury, including death, and damage to or loss of property, that Observer may incur due to the negligence of the University, Fairview and its affiliates, UMP, TCAA or their respective regents, trustees, directors, officers, employees, agents, and representatives, or due to accidental occurrences arising while Observer is on University or Fairview premises and/or engaging in activities pursuant to this Agreement.

**11.** Observer warrants that they have read this Agreement, understands its contents, and will abide by the terms of this Agreement.

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| **Observer** | **Regents of the University of Minnesota** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Status (Check One):  \_\_\_\_\_ Medical Student  \_\_\_\_\_ Medical School Graduate | **Regents of the University of Minnesota Faculty Sponsor** |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |