



REGENTS OF THE UNIVERSITY OF MINNESOTA

BY AND THROUGH ITS MEDICAL SCHOOL

OBSERVER AGREEMENT

FOR

**VISITING PHYSICIANS/FACULTY**

**Visiting Physician/Faculty Name:**       (“Observer”)

 ***WITH THIS OBSERVER AGREEMENT*** (“Agreement”), Observer wishes to gain and/or impart medical knowledge by observing certain patient-care procedures/activities through the University of Minnesota Medical School’s       (“Observership”). This Observership, not to exceed ninety (90) days, begins       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       (“Sponsoring 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 Sponsoring 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.** As a visiting physician, Observer certifies that they: (a) are a graduate of a medical school accredited by the Liaison Committee on Medical Education or international equivalent; (b) are licensed as a physician by a U.S. state or possesses an international equivalent; and (c) have completed formal residency training or equivalent training.

**3.** Observer will not be considered an employee/staff member of the University of Minnesota (“University”), Fairview Health Services (“Fairview”), University of Minnesota Physicians (“UMP”), or Twin Cities Anesthesia Associates (“TCAA”). Observer 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 may participate in rounds and in routine, non-invasive examinations under the supervision of Sponsoring Faculty. Observer, however, may not provide independent medical care to patients during the Observership. Observer understands that independent medical care includes, but is not limited to, performing any of the following functions: taking a medical history; separately 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 independent 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 that they shall not independently access patients or 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 provide Sponsoring Faculty with 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 this 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 this Observership or this 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 its terms.

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| **Observer** | **Regents of the University of Minnesota** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **Regents of the University of Minnesota Faculty Sponsor** |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |