

SCHOOL OF DENTISTRY OBSERVER AGREEMENT:

STUDENTS AND OTHER NON-FACULTY OBSERVERS

**Sponsoring Dentist:**       (“Sponsoring Dentist”)

 Contact Phone/Pager No.:

 Department:       (“Department”)

 Area(s):

 Campus

**Observer:**       (“Observer”)

 Contact Phone/Pager #:

**Observation Period:**

 The Observer identified above wishes to gain dental knowledge and exposure to certain patient-care procedures/activities by participating in an observership experience at the University of Minnesota School of Dentistry, through the above-referenced Department. In exchange for the opportunity to participate in this observership, the following terms shall apply:

**1.** Observer will be sponsored by the Sponsoring Dentist, who is a dentist credentialed to provide patient care at the School of Dentistry. The Sponsoring Dentist will provide Observer with opportunities to observe the faculty performing patient care and/or clinical teaching duties. The Sponsoring Dentist 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”). In any communication to others about this experience, Observer agrees to represent his/her status accurately as that of an Observer.

**3.** Observer will not be considered an employee/staff member of the University, and will not be entitled to salary, benefits, reimbursement of expenses or other compensation. Observer understands that he/she 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 that he/she has health insurance coverage which is valid in the United States.

**4.** Observer will not provide dental care to patients during the observership. Observer understands that dental care includes, but is not limited to performing any of the following functions: take a medical history; perform a dental examination; diagnose or treat a patient’s condition; prescribe or administer drugs; write notes or orders in a patient’s chart; perform or assist in a surgical procedure; or bill for services rendered. Observer further acknowledges that providing dental care to patients in violation of this Agreement may result in civil liability, licensing sanctions or criminal penalties.

**5.** Observer understands that he/she must be accompanied by a University professional dental faculty or staff when observing patient care activities and he/she has 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 the School of Dentistry, identify him/herself 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 the School of Dentistry, 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 documentation of current immunizations as required by the School of Dentistry. 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 he/she has 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. Observer acknowledges that there are no grievance, appeal or other due process procedures available at the University to challenge the termination of an observership experience or Observer Agreement.

**10. Release of Liability.** Observer releases the University and its 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 or its regents, trustees, directors, officers, employees, agents, and representatives, or due to accidental occurrences arising while Observer is on University premises and/or engaging in activities pursuant to this Agreement.

**11.** Observer warrants that he/she has read this Agreement, understands its contents, and will abide by the terms of this Agreement.

**Regents of the University of Minnesota** **Observer**

By: By:

Name:       Name:

Title: Department Chair Title:

 School of Dentistry

Date: Date:

**Faculty Sponsor**

By: By:

Name:

Title:

Date: