

SPEECH-LANGUAGE-HEARING SCIENCES OBSERVER AGREEMENT:

STUDENTS AND OTHER NON-FACULTY OBSERVERS

 Observer Name:

 The Observer identified above wishes to gain knowledge and exposure to certain patient-care procedures/activities by participating in an observership experience at the University of Minnesota Department of Speech-Language-Hearing Sciences. This observership 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 , who is a credentialed to provide patient care in the Department of Speech-Language-Hearing Sciences. The sponsoring faculty will provide Observer with opportunities to observe the faculty performing patient care and/or clinical teaching duties. The 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”). 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, 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 they have health insurance coverage which is valid in the United States.

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

**5.** Observer understands that they must be accompanied by a University professional faculty or staff member in the Department of Speech-Language-Hearing Sciences 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 as provided by the Department of Speech-Language-Hearing Sciences, self-identify 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 Department of Speech-Language-Hearing Sciences, 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 TB surveillance and immunity to measles, mumps, rubella, chicken pox and hepatitis B. 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. 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 they have read this Agreement, understands its contents, and will abide by the terms of this Agreement.

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

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| **By**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Name:**         | **Name:**        |
| **Title:** Department Chair University of Minnesota Department of Speech-Language-Hearing Sciences | **Title:**        |
| **Date:**       | **Date:**       |

**Faculty Sponsor**

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| **By**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Name:**        |
| **Title:**         |
| **Date:**       |