

STONY BROOK UNIVERSITY HOSPITAL OBSERVER AGREEMENT

It is understood that:

1. Observers do not perform any healthcare role whatsoever, and are explicitly forbidden from participating in patient examinations, procedures, clinical decision making, and do not contribute to patient care documentation.
2. Observers must abide by all applicable federal, state and local laws and regulations governing the confidentiality of patient information including the Health Insurance Portability Act of 1996 (HIPAA).
3. Consent must be obtained from any patient whose clinical encounter or procedure will be attended by an academic observer.
4. The observership shall be for a defined period of time and at the end of such period the observership will cease and the Observer will no longer be permitted access to SBUH facilities as an Observer.
5. SBUH shall in no way be responsible for monitoring or ensuring the observer's departure from the US, if applicable.
6. The Observer will not receive any academic credit for this experience and will not be considered a student, resident, fellow or trainee of the SBUH or the SB School of Medicine nor can the Observer make such a representation to third parties.
7. The Observer will not be considered an employee/staff member of SBUH and will not be entitled to salary, benefit and/or reimbursement of expenses or other compensation.
8. The Observer may not perform any services on behalf or at the direction of the school or hospital nor bill for any services.
9. The Observer will not be provided with liability or medical insurance nor qualify for workers compensation benefits if injured during the course of the observership.
10. Observers must certify that he/she has health insurance coverage which is valid in the US. If the Observer is from outside the US, he/she will maintain insurance in their home country which will cover their repatriation, should that become necessary and medical insurance to cover my medical expenses in the event that he/she becomes ill or injured in the US during the Observership.
11. The Observership is for observation ONLY. The Observer will **not** provide medical care to patients which includes but is not limited to performing the following functions: taking a medical history, performing a physical examination, diagnosing and/or treating a patient's condition, prescribing and administering drugs, writing notes or orders in the patient's medical record, performing and/or assisting in a procedure, billing for services rendered.
12. Observer acknowledges that providing medical care to patients is in violation of this Agreement and may result in civil liability, licensing sanctions and criminal penalties.
13. The Observer must be accompanied by a SBUH attending physician when observing patient care activities. Observer has no independent access to patients or to patient records (electronic or paper copy) or other protected health information.
14. The Observer must wear a SBUH ID badge labeled Observer and this badge must be returned to the medical staff office at the completion of the observership.
15. The Observer must submit documentation of a health assessment which complies with all applicable NYS rules and regulations, including, without limitation, 10 NYCRR Section 405.3 and any amendment thereto, as would otherwise be evidenced by a completed Health Assessment Form (includes a current PPD). NOTE: health assessment is not required for Brief Observer.
16. *Observer agrees to refrain from patient observation at any time Observer has an infectious disease or condition that could be transmitted to a patient.*
17. The Observer, SBUH or SB Medical School 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. Observer acknowledges that there are no grievances, appeals or other due process procedures available to challenge the termination of an observership experience or Observership Agreement. The observership is completely at the pleasure of SBUH.

18. The Observer agrees to comply with all applicable policies and procedures of SBUH and SB Medical School, including but not limited to policies on academic observers and protecting patient confidentiality. Observer will not disclose or discuss protected health information with any persons except in accordance with applicable law, hospital and school policies and with the approval of 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.
19. Release of liability. The Observer releases SBUH and SB Medical School and its affiliates, trustees, officers, employees and agents from any responsibility or liability for personal injury, including death, and damage to or loss property that Observer may incur due to negligence of the SBUH or SB Medical School and its affiliates, trustees, officers, employees and agents arising while Observer is in the hospital. Specifically, in the event the Observer is involved in an observing the activities of a department where there may be airborne pathogens, he/she agrees to release, indemnify and hold harmless SBUH including its present and former trustees, officers, employees and agents from and against any and all losses, expenses, claims, actions, liabilities, and judgments (including attorney fee through the appellate levels), which may accrue as a result of or arising out of the Observer's contact with such airborne pathogens. The Observer also agrees to be fully responsible for any and all loss or damage that he/she inflicts upon any person or upon SBUH's facilities during his/her participation in the Observership. It is understood that this release is intended to be as broad and inclusive as is permitted by the laws of NYS.

Signature, Observer

Date

Signature, Chief of Service

Date

Supervising Attending

Date

Signature,

Signature, Medical Director Date

2/07 MSO

Reviewed 8/20

Revised 2/24