

**OBSERVERSHIP AGREEMENT:  
STUDENTS AND OTHER NON-FACULTY OBSERVERS**

**Observer Name:** \_\_\_\_\_

The Observer identified above wishes to gain medical knowledge and exposure to certain patient-care procedures/activities by participating in an observership experience at the Minneapolis VA Medical Center, through the Department of \_\_\_\_\_.

**Dates of Observership:**

This Observership starts \_\_\_\_\_ and ends \_\_\_\_\_.  
(Not to exceed six months).

In exchange for the opportunity to participate in this observership, the following terms shall apply:

1. Observer will be sponsored by a Minneapolis VAMC employee or faculty member who is credentialed to provide patient care at the Minneapolis VAMC. The sponsoring employee/faculty will provide Observer with opportunities to observe the employee/faculty performing patient care, clinical teaching duties, and/or non-patient care duties. The sponsoring employee/faculty will oversee the activities of the Observer to help assure compliance with the terms of this Agreement and applicable VA regulations.
2. Observer will not receive any academic credit for this experience and will not be considered a student, resident, fellow, trainee, or employee of the Minneapolis VA Medical Center or other academic institutions. 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 Minneapolis VA Medical Center 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 will assume all financial responsibility for all personal health care. The Minneapolis VA Medical Center will not assume any responsibility for such costs.
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: take a medical history; perform a physical 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 medical 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 Minneapolis VAMC clinician when observing patient care activities and he/she has no independent access to patients or to patient records (electronic or hard-copy form). Minneapolis VAMC clinician must obtain verbal consent from the patient prior to any interactions with the patient and the Observer.

Observer agrees to wear an observer badge with photo identification as provided by the Minneapolis VAMC, 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 Minneapolis VAMC, including but not limited to policies on observer/visitor rules, equal opportunity/non-discrimination and protecting patient confidentiality. Observer must provide documentation of satisfactory completion of HIPAA training at the Minneapolis VAMC and Security Awareness training. Observer agrees to a background check and be fingerprinted. 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
  - Immunity to measles, mumps, rubella, chicken pox and hepatitis
- (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 that authorizes the Observer to be present in the United States and allows the Observer to participate in this observership experience.

9. Both Observer and the Minneapolis VAMC 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 Minneapolis VAMC may terminate the Agreement at its own discretion. Observer acknowledges that there are no grievances, appeal or other due process procedures available at the Minneapolis VAMC to challenge the termination of an observership experience or Observer Agreement.

10. Release of Liability. Observer releases the Minneapolis VAMC 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 Minneapolis VAMC, or due to accidental occurrences arising while Observer is on the Minneapolis VAMC 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.

