

**Frankford Hospital of the City of Philadelphia
Clinical Observer
Terms and Conditions**

This Clinical Observer's Terms and Conditions ("**Terms and Conditions**") between *[Office of Academic Affairs]* of the Frankford Hospital Care System as owned and operated by the Trustees of the Frankford Hospital Care System ("**FHCS**") and _____ *[fill in the individual's name]* ("**Clinical Observer**") specifies the Terms and Conditions under which FHCS will permit Clinical Observer to be present in the specified patient care or other FHCS areas.

1. **Location, Time, and Purpose.** Clinical Observer is permitted to participate in the

_____ *[fill in the rotation/experience]* on _____, 200__ through _____ 200__ *[specify the date(s)]* The Clinical Observer will participate only in the approved rotation and access only those physical areas relative to the rotation and will leave immediately upon the request of any FHCS staff. Clinical Observer's presence on the above named rotation/experience has been approved for the purpose of: *[clearly and precisely state the reason the Clinical Observer is permitted to participate in the rotation/experience.]*

FHCS may withdraw its approval at any time for any reason.

2. Contact Information.

Contact Address: _____

Contact Phone: _____

Beeper Number: _____

e-mail Address: _____

3. Health Information:

Health Insurance Plan: _____

ID / Group #: _____

I am currently enrolled on this health insurance plan and am actively covered:

Yes No

4. Immunization Status: (check one on each line)

Measles: Up-to-Date on Immunizations Had Disease Unknown
Rubella: Up-to-Date on Immunizations Had Disease Unknown
Varicella: Up-to-Date on Immunizations Had Disease Unknown
Hepatitis B: Up-to-Date on Immunizations Declined Vaccine at School
Tuberculosis: Negative PPD on _____ Negative CXR on _____

5. Confidentiality. Clinical Observer will have access to patient information and FHCS information of a confidential and/or proprietary nature, including but not limited to patient medical information, patient demographic information, and information regarding FHCS’s provision of health care and practices (“Confidential Information”). Clinical Observer will (a) secure and protect the Confidential Information consistent with standards and laws applying to the security and protection of patient information, including, but not limited to any such regulations under the Health Insurance Portability and Accountability Act of 1996, and any applicable state privacy and security legislation or regulations, (b) will not use the Confidential Information except to achieve the Purpose under these Terms and Conditions, and (c) will not disclose the Confidential Information except to those individuals providing medical care to the patient. This restriction will not apply to Confidential Information the Clinical Observer is required by law, regulation, rule, or court order of any governmental authority to disclose if Clinical Observer first notifies FHCS as soon as possible, but in no event less than fifteen (15) days, prior to disclosure, and cooperates with FHCS in any response to such required disclosure. In addition, Clinical Observer will immediately inform FHCS of any disclosure of Confidential Information to anyone, whether or not permitted by this agreement or any other agreement between Clinical Observer and FHCS. If Clinical Observer receives any Confidential Information, it will return it to FHCS or destroy it the sooner of the end of the procedure or upon FHCS’s request.

6. Representations, and Warranties.

a. Clinical Observer represents and warrants that he/she is aware of FHCS’s safeguards against the introduction of infection and that he/she is not aware that he/she has any infectious disease. Clinical Observer represents and warrants that he/she will comply with all safeguards against infection and other hazards.

b. Clinical Observer represents and warrants that he/she will comply with FHCS’s rules, policies, and procedures including the FHCS Policy on Clinical Observership at FHCS.

c. Unless specifically approved through the FHCS Office of Medical Affairs, Clinical Observer represents and warrants that he/she will not directly or indirectly physically touch patients, will in no way interfere with the provision of health care in FHCS and, will not perform medical history and/or examinations, counseling (patients or patients’ family or friends),

assist in surgery or any other procedure or otherwise interact with patients, either individually or in the presence of others.

d. Clinical Observer represents and warrants that he/she will not photograph, audiotape, videotape, or otherwise record any aspect of the surgical procedure or recovery unless expressly permitted pursuant to a FHCS policy.

e. Clinical Observer represents and warrants that he/she will respect the privacy of all patients.

The parties consent to the terms of these Terms and Conditions.

Clinical Observer

(Print Clinical Observer's name)

(Clinical Observer's Signature)

Date: _____

Supervising Physician

(Print Supervising Physician's name)

(Print title)

Dept: _____

By: _____

(Signature)

Date: _____

Frankford Hospital Care System

Printed: _____

(Printed name)

Its: _____

(Print title)

Dept: _____

By: _____

(Signature)

Date: _____