

Observation/Authorized Guest Agreement

Observer/
Authorized Guest _____
(First Name) (Last Name)

Sponsor's Name: _____
(First Name) (Last Name)

Department/Division: _____

Area Operating Room Clinical Setting Virtual Setting

Site: TG PM TW TR

Start Date: _____ End Date: _____

University Health Network ("UHN") supports visiting Observers and Authorized Guests who desire to gain clinical knowledge during the observation of patient care procedures and activities at UHN. In exchange for this observation experience, the Observer/Authorized Guest and Sponsor, each in respect to their own obligations, have read, understood and agrees to the following terms and conditions:

All Observers/Authorized Guests and Sponsors Must Read and Agree to the Following

1. Observer/Authorized Guest must be accompanied by the Sponsor when observing patient care activities and that s/he is not allowed independent access to patient care areas or any access to patient records (electronic or hard copy), any UHN financial records or any computer or operating systems. Observer/Authorized Guest must comply with all UHN identification procedures which may include wearing an observer badge with photo ID. Observer/ Authorized Guest and Sponsor will clearly identify the Observer/Authorized Guest to all patients encountered and observation of patient care activities will only occur after the patient has given permission for the Observer/Authorized Guest to be present.
2. Observer/Authorized Guest must comply with all applicable policies and procedures of UHN, including but not limited to the UHN External Observer/Authorized Guest Policy. Observer/Authorized Guest agrees not to 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 observation experience. Observer/Authorized Guest agrees to follow the requirements of Personal Health Information Protection Act (PHIPA) to the extent applicable and acknowledges the obligation to protect patient confidentiality forever, even after the observation period has expired. Observer/Authorized Guest will complete UHN privacy training and sign a separate Observer/Authorized Guest Confidentiality Agreement outlining Observer/Authorized Guest confidentiality obligations in greater detail, before arriving at a UHN site and commencing the observation.
3. Observer/Authorized Guest will not provide clinical care to patients during the observation period. Observer/Authorized Guest understands that clinical care includes, but is not limited to performing any of the following functions: taking a clinical history; performing a physical examination; diagnosing or treating a patient's condition; prescribing or administering drugs; writing notes or orders in a patient's chart; performing or assisting in a surgical procedure; or billing for services rendered.
4. Observer/Authorized Guest further acknowledges that providing clinical care to patients in violation of this Agreement may result in civil liability, licensing sanctions or criminal penalties. Sponsor agrees to instruct Observer/Authorized Guest to comply and supervise compliance with this section. Observer/Authorized Guest agrees to follow all instructions of her/his

Sponsor or other members of the clinical team and understands that failure to do so may result in the termination of this Observer/Authorized Guest Agreement by UHN.

5. Observer/Authorized Guest is not, and will not be considered, an employee/staff member of UHN. Observer/Authorized Guest understands that s/he will not be provided with liability coverage or medical insurance during the observation period and will not be covered by workers' compensation coverage if injured during the observation period.
6. Prior to the start of the observation period, Observer/ Authorized Guest must self-screen for communicable diseases prior to entering the hospital (self-screening tool is available on UHN website under "Patients and Visitors" section) Observer/Authorized Guest agrees not to enter the hospital if s/he has a sign or symptom of a communicable illness or otherwise fails self-screening. Observer/Authorized Guest agrees to leave the hospital if s/he develops a sign or symptom of a communicable illness.
7. UHN may terminate the observation experience at any time and in its sole discretion by providing notice to the Observer/ Authorized Guest or instructing the Observer/Authorized Guest accordingly. Observer/Authorized Guest understands and agrees that s/he may be required to leave UHN premises immediately should observation period be terminated by UHN. Observer/Authorized Guest acknowledges that no appeal or grievance rights exist to challenge the termination of an observation experience.
8. Please read carefully – this affects your legal rights and liabilities: Observer/Authorized Guest understands that as a result of the observer activities that s/he may be exposed to risks and dangers inherent in attendance at a hospital and in a workplace generally. Observer/Authorized Guest, for him or herself, his or her personal representatives, heirs, assigns and all others who might have a similar claim, waive, release and forever discharge UHN, its respective employees, directors, agents, staff and other representatives from any responsibility or liability for personal injury (including, but not limited to, illness, death and damage to or loss of property) that Observer/Authorized Guest may incur however caused including due to the negligence of UHN and their respective employees, directors, agents, and other representatives, or due to accidental occurrences arising from activities relating to this observation experience, whether foreseeable or not.
9. Observation Agreement shall be construed, interpreted and enforced in accordance with, and respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada. Observer/Authorized Guest hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

Observer/Authorized Guest warrants that s/he has read this Observation Agreement, understands its contents and will abide by the terms of this Agreement.

Name: _____

Sign: _____

Title: _____

Date: _____

SPONSOR & SIGNING AUTHORITY ACKNOWLEDGMENT

We have read, understood and agree to comply with the terms of this Observation Agreement and the UHN External Observers Policy in my capacity as Sponsor.

Sponsor

Signing Authority (level above Sponsor)

Name: _____

Name: _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Date: _____

Date: _____

