

## **Radiation Oncology Policy on Observerships**

The availability of an outside Clinical Rotation and/or an Observership is at the discretion of the Chairman and Program Director based on the department's availability of resources. There is no obligation on the part of the department to provide such an experience. These rotations may be granted on a case-by-case basis.

A medical student, resident and or foreign medical graduate may request an outside rotation with the clear understanding that the department **will not bear the cost**. If the request is approved by the Chairman and Program Director, the department will not be responsible for any stipend support, compensation, insurance coverage, benefits, or housing. These items will become the sole responsibility of the Observer.

An “**Observership**” is defined as the position of observing patient care in a health care setting, without patient contact, for the specific purpose of gaining medical knowledge. Observerships may be granted on a case-by-case basis. (Same regulations of an external clinical rotation apply). An observer is not allowed any direct patient contact. Contact is defined as physically touching, performing a medical history and/or examination, counseling (patient or patient's family/friends), assisting in brachytherapy cases or any other procedure, or otherwise interacting with patients, either individually or in the presence of others. An observer cannot make patient chart entries (electronic or hard copy). He/she may not make copies of patient charts (paper or electronic). The observership is performed on a voluntary basis.

### **Rules for Observerships**

1. The observer must obtain prior written authorization from the applicable hosting Program and complete the Clinical Observer Terms and Conditions. Failure to do so may be grounds for immediate escort from the premises of UPHS.
2. The observer must wear appropriate photo identification at all times when on campus or within the UPHS hospitals and other facilities, and must abide by all policies, rules, regulations, and bylaws of UPHS, the clinical department, and the UPHS hospitals or other facilities.
3. The observer must be supervised by a faculty physician or designee (other faculty from the same department or a senior-level resident) at all times when in the presence of patients. He/she is not allowed unrestricted access to UPHS or to the UPHS hospitals or other facilities.
4. The observer must introduce him/herself to the patient as an observer, and must request the patient's permission to be present at the time of clinical visit, procedure, or other patient services. If the patient declines to allow the observer's presence, he/she must leave the area.
5. The observer is not allowed any other direct patient contact. Contact is defined as physically touching, performing a medical history and/or examination, counseling (patient or patient's family/friends), assisting in surgery or any other procedure, or otherwise interacting with patients, either individually or in the presence of others.
6. The observer cannot make patient chart entries (electronic or hard copy). He/she may not make copies of patient charts (paper or electronic).
7. If required by the training program, the observer must complete an evaluation of the rotation upon the completion of the observership.
8. No stipend support, compensation, insurance coverage, benefits, or housing will be provided by UPHS or any of the training programs; these items are the sole responsibility of the clinical department or the observer as determined within the discretion of the clinical department.
9. UPHS may, at its sole discretion, terminate the observership without recourse to due process or appeal process by the observer.
10. The observership is performed on a voluntary basis, and the observer is not employed by UPHS or any GME training program.
11. The observer will not receive any academic credit for the experience. The observership does not constitute medical education, graduate medical education, continuing medical education or training leading to licensure or board certification.
12. If necessary, upon satisfactory completion of the observership, the sponsoring program will provide the observer with a letter documenting the experience of the observership.
13. Observerships cannot be used as evidence of clinical experience for the purposes of seeking graduate medical education in the United States.

**University of Pennsylvania Health System  
Clinical Observer  
Terms and Conditions**

This Clinical Observer's Terms and Conditions ("**Terms and Conditions**") between Radiation Oncology of the University of Pennsylvania Health System as owned and operated by the Trustees of the University of Pennsylvania ("**UPHS**") and \_\_\_\_\_ ("**Clinical Observer**") specifies the Terms and Conditions under which UPHS will permit Clinical Observer to be present in the specified patient care or other UPHS areas.

1. **Location, Time, and Purpose.** Clinical Observer is permitted to participate in the Department of Radiation Oncology on \_\_\_\_\_ through \_\_\_\_\_. 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 UPHS staff. Clinical Observer's presence on the above named rotation/experience has been approved for the purpose of: [clearly and precisely state the purpose for the observership] \_\_\_\_\_.

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

2. **Confidentiality.** Clinical Observer will have access to patient information and UPHS information of a confidential and/or proprietary nature, including but not limited to patient medical information, patient demographic information, and information regarding UPHS'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 UPHS as soon as possible, but in no event less than fifteen (15) days, prior to disclosure, and cooperates with UPHS in any response to such required disclosure. In addition, Clinical Observer will immediately inform UPHS of any disclosure of Confidential Information to anyone, whether or not permitted by this agreement or any other agreement between Clinical Observer and UPHS. If Clinical Observer receives any Confidential Information, it will return it to UPHS or destroy it the sooner of the end of the procedure or upon UPHS's request.

3. **Representations, and Warranties.**

- a. Clinical Observer represents and warrants that he/she is aware of UPHS'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 UPHS's rules, policies, and procedures including the UPHS Policy on Clinical Observership at UPHS.
- c. Unless specifically approved through the UPHS 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 UPHS 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 UPHS 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.

**The Hospital of the University of Pennsylvania or the Clinical Practices of the University of Pennsylvania**

By: \_\_\_\_\_  
(signature)

Printed: James Metz, MD  
(Printed name)

Its: Chair  
(Print title)

Clinical Observer

\_\_\_\_\_  
(Print Clinical Observer's name)

\_\_\_\_\_  
(Print Clinical Observer's Title)

\_\_\_\_\_  
(Clinical Observer's Affiliation)

\_\_\_\_\_  
(Clinical Observer's Address)

\_\_\_\_\_  
(Clinical Observer's Signature)