

UC Riverside, School of Medicine Policies and Procedures Policy Title: Privacy and Security Policy: Observers and Vendors in Clinical Areas Policy Number: COM 3.0
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Responsible Officer:	Jim Herron
Responsible Office:	University of California, Riverside School of Medicine
Origination Date:	N/A
Date of Revision:	(05/2013)
Scope:	This policy applies to non-clinical observers, such as a biology student who has requested to “shadow” a healthcare professional for educational purposes or to determine a career choice. The policy also applies to healthcare vendors who are present in clinical areas. This policy does not apply to observers who are themselves physicians, Allied Health professionals or foreign physicians requesting to observe medical and/or surgical techniques. The policy is intended to safeguard and protect the health and privacy of our patients.

I. Policy Summary:

This policy applies to non-clinical observers, such as a biology student who has requested to “shadow” a healthcare professional for educational purposes or to determine a career choice. The policy also applies to healthcare vendors who are present in clinical areas. This policy does not apply to observers who are themselves physicians, Allied Health professionals or foreign physicians requesting to observe medical and/or surgical techniques. The policy is intended to safeguard and protect the health and privacy of our patients.

II. Definitions:

Observers: An individual who follows a workforce staff member, including clinical faculty, for an educational purpose, and who has no clinical responsibility, hands on treatment, input into patient care, or does not otherwise perform a job responsibility on behalf of UCR Health.

Vendor: An employee of a healthcare service company who is responsible for marketing the healthcare service company’s products, or who is a representative of a healthcare service company technical staff who is present to demonstrate the use of a medical product to UCR Health Faculty or staff.

III. Policy Text:

A. *Observation of procedures and other types of provision of care falls under the UC Riverside School of Medicine mission of education. The patient has a right to know that a visitor, student, or other observer is not part of the UCR Health team. There is no obligation to exchange PHI in the presence of a visitor, student, or observer, and the patient will not be treated differently if they refuse.*

1. Students may be permitted to shadow a physician or other health care worker provided that: A) The student is a UCR Student in a related educational program. B) Non-UCR students must be enrolled in a pre-med or science program.
 - a. *All observers with access to patient care areas or areas where protected health information is maintained will be required to complete the following:*
 - *Sign a Confidentiality Agreement for Visitors and Vendors*
 - *Complete the online UC Riverside Healthcare Privacy and Security training or complete a hard copy version of the training*
 - *Provide a proof of health screening*
 - *Statement of Casual clinical Observer (**Attachment B**)*
 - 1) Observers must be accompanied by a supervising UCR Health staff member at all times except when in public areas. The sponsoring department must complete the Notification and Approval of an Observer in Clinical Areas (**Attachment C**).
 - a) Patient permission must be obtained for an observer to be present during a patient care encounter, and the patient's consent must be documented in the patient's medical record. The treating physician is responsible for documenting the presence of everyone in the patient room and procedure areas. Physicians or provider is responsible for documenting consent for ambulatory visits.
 - b) No observers will be permitted who are Foreign Nationals from the Specially Designated Nationals List maintained by the US Department of Treasury Office of Foreign Asset Center (specifically Cuba, Iran, North Korea, Sudan, or Syria).
 - c) Vendors must register as a vendor with the medical assistant at the front desk upon arrival and have prior approval of the treating physician before accessing patient areas.
 - d) If a student or vendor does not comply with the policy, the treating physician will be notified that the observer is not permitted to be present until the requirements are met.

IV. Responsibilities:

V. Procedures:

A. *A non-health professional or student:*

a) Must be over the age of 16 years old.

b) Interested in pursuing a medical career

1. The Department hosting or sponsoring the observer must obtain approval from the Administrator responsible for the area where the observer will be present at least five days prior to the observer's start date in order to ensure adequate notification and preparation.

The Observer must register with the ambulatory practice site prior to arrival and must provide proof of:

- a. PPD within the last 12 months or chest x-ray within the last 4 years.*
- b. Rubella, rubeola, and mumps vaccination or titer, and T'dap if exposed to infants and children.*
- c. Flu vaccination during flu season **or** completion of an "Informed Declination Form" declining the flu vaccination. See SOM Policy and Procedure, Policy number SOM 4.0, "Vaccination and Immunization Requirements".*
- d. TB testing*
- e. Health insurance coverage if rotating through an ambulatory practice site or any procedural areas.*
- f. If minor, under the age of 18 years of age, parental or guardian consent form is required.*

VI. Contacts

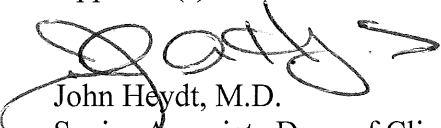
Unit	Title	Phone	
Compliance	Compliance Officer	951-827-4672	
Clinical Affairs	Senior Associate Dean, Clinical Affairs	951-827-7698	

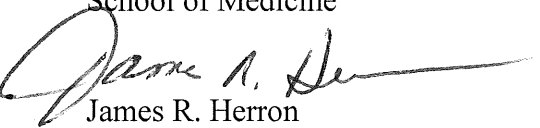
VII. Related Information

Regulatory and Standards Analysis HIPAA
Privacy and Security Regulations 45 CFR 164

VIII. Revision History: N/A

Approval(s):


John Heydt, M.D.
Senior Associate Dean of Clinical Affairs
School of Medicine


James R. Herron
Compliance and Privacy Officer
School of Medicine



CONFIDENTIALITY STATEMENT
For Non-Workforce Members

The federal Health Insurance Portability and Accountability Act ("HIPAA") and its regulations, the California Confidentiality of Medical Information Act and other federal and state laws and regulations were established to protect the confidentiality of medical and personal information, and provide, generally, that patient information may not be disclosed except as permitted or required by law or unless authorized by the patient. In certain circumstances, HIPAA allows the disclosure of limited patient information in order to carry out treatment, education, research, public health, or health care operations activities without obtaining the patient or subject's authorization.

Confidential Patient Information includes: Any individually identifiable information in possession of or derived from a provider of health care regarding a patient's medical history, mental or physical condition or treatment, as well as the patients' and/or their family members' records, test results, conversations, research records and financial information. (Note this information is defined in the Privacy Rule as "protected health information.") Examples include but are not limited to:

- ☐ Physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples;
- ☐ Patient insurance and billing records;
- ☐ Computerized patient data;
- ☐ Visual observation of patients receive medical care or accessing services; and
- ☐ Verbal information provided by or about a patient.

I understand and agree that this document establishes a Confidentiality Agreement between me _____ [insert name of Individual] a representative of _____ [insert name of employer] and UC Riverside and sets forth the understanding regarding the protection of any confidential information that Individual may have access to while performing services at UC Riverside with the following purpose: _____

1. I understand that I will be granted access to, or otherwise become acquainted with, the following information ("Information") relating to UC Riverside Health patients:

- ☐ Clinical/medical information
- ☐ Insurance and Billing information
- ☐ Scheduling information
- ☐ Visual observation of patients receiving medical care or accessing services
- ☐ Other (describe) _____

It is understood and agreed that except as required by law, I will use and hold all Information in strict trust and confidence, and will use such information only for the purposes contemplated herein, and not for any other purpose.

2. I acknowledge that it is my responsibility to respect the privacy and confidentiality of Information received from UC Riverside I will not access, use or disclose patient or other confidential information unless I am authorized or permitted to do so by law or as authorized by the patient. I further understand that I am required to immediately report any information about authorized access use or disclosure of confidential patient information to UC Riverside.

3. I agree to not disclose the Information to any other individuals.

4. Neither the release of any information hereunder or the act of disclosure shall constitute a grant of any license under a trademark, patent, or copyright or application of the same.

5. I understand and acknowledge that, should I breach any provision of this Confidentiality Statement, I may be subject to civil or criminal liability.

(Signature) (Date)

(Print Name)

ATTACHMENT B

STATEMENT OF CASUAL CLINICAL OBSERVER

I, _____, acknowledge that as a Casual Observer (*Print Observer's name*)

I understand that I must be accompanied by a Medical Staff member at all times when in a Clinical area.

Signature: _____

Date: _____

ATTACHMENT C

Notification and Approval of an Observer in Clinical Area

Name of Observer: _____

Name of Sponsoring Faculty Member/Staff Member: _____

Staff who will be supervising the observer (list all):

Sponsoring Department: _____ Division: _____

Clinical Area where Observer will be Present: _____

Proposed Start Date: _____ End Date: _____

Observer is:

UCR student in a related educational program

Non-UCR student in a pre-med or science program

Other (explain): _____

Purpose:

The undersigned accepts responsibility for the observer and confirms that the observer has submitted the required documentation.

Sponsoring Party's Signature: _____

Date: _____

Physician (Medical Director) Approval

To be signed by the Medical Director where the observer will be located, and confirms acceptance of the observer and verifies that the presence of the observer will not be disruptive to patient care activities.

Medical Director: _____

Date: _____

Participant's Name: _____

UNIVERSITY OF CALIFORNIA AT RIVERSIDE SCHOOL OF MEDICINE

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in the shadowing program at the University of California, Riverside (herein known as the "Program"). I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California their respective officers, employees, and agents from liability from any and all claims including the negligence of The Regents of the University of California their respective officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Program.

Signature of Parent/Guardian of Minor	Date	Signature of Participant	Date
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Assumption of Risks: Participation in the Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Program. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Program and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Parent/Guardian of Minor	Date	Signature of Participant	Date
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