

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

573



FROM: Riverside County Regional Medical Center and Riverside County Department of Mental Health

SUBMITTAL DATE:
November 13, 2014

SUBJECT: Approval of the Master Affiliation Agreement with The Regents of the University of California, University of California, Riverside School of Medicine for Undergraduate Medical Education Training. (Districts: All) [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Master Affiliation Agreement with the Regents of the University of California for Undergraduate Medical Education Training; and,
2. Authorize the Chairman to sign the agreement.

BACKGROUND:

Summary

Effective July 1, 2013 Riverside County Regional Medical Center (RCRMC) became a training site for medical students from the University of California, Riverside School of Medicine (UCR) participating in an observational training program known as the "Longitudinal Ambulatory Clinical Experience (LACE)."

(Continued on page 2)

[Signature]
Zareh Sarrafian
Hospital CEO

[Signature]
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment:	No
For Fiscal Year:	14/15 – 18/19

APPROVE

C.E.O. RECOMMENDATION:

[Signature]
BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Date: December 9, 2014
xc: RCRMC, Mental Health

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: _____ **District:** All **Agenda Number:** _____

3-27

FORM APPROVED COUNTY COUNSEL
DATE: 11/26/14
BY: GREGORY P. PRAMOS

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Approval of the Master Affiliation Agreement with The Regents of the University of California, University of California, Riverside School of Medicine for Undergraduate Medical Education Training. (Districts: All) [\$0]

DATE: November 13, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

Effective July 1, 2015 medical students from the UCR School of Medicine will begin participating in additional clinical training experiences at RCRMC and the Riverside County Department of Mental Health (RCDMH).

Impact on Residents and Businesses

The agreement will benefit UCR School of Medicine students by providing educational and clinical rotation experience at RCRMC, Community Health Centers and RCDMH Clinics. Support of the UCR School of Medicine by providing these experiences will bring educational opportunities for youth in the County as well as create employment opportunities in Riverside County.

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**MASTER AFFILIATION AGREEMENT
BETWEEN
THE COUNTY OF RIVERSIDE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FOR UNDERGRADUATE MEDICAL EDUCATION TRAINING**

This agreement is entered into between the County of Riverside (COUNTY), a political subdivision of the State of California and The Regents of the University of California, a California Constitutional Corporation, on behalf of its University of California, Riverside, School of Medicine (SCHOOL).

WHEREAS, COUNTY has expressed its interest in providing observational and clinical rotations for SCHOOL's medical students (STUDENTS) and the STUDENTS will benefit from the observational and clinical experiences at COUNTY's facilities, including Riverside County Regional Medical Center 's (RCRMC) Moreno Valley and Arlington Campuses, the community health center outpatient clinics and the Department of Mental Health outpatient facilities;

WHEREAS, when fully executed, this agreement will supersede the existing agreements executed effective January 1, 2011 and August 13, 2013 between SCHOOL and COUNTY's RCRMC which were entered into prior to this agreement.

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide observational and high-quality clinical learning experiences for STUDENTS in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

The COUNTY will provide STUDENT, and faculty if applicable, access to appropriate resources for STUDENT education.

The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of STUDENTS.

The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for STUDENT teaching.

Specification of the responsibility for treatment and follow-up when a STUDENT is exposed to an infectious or environmental hazard or other occupational injury,

The shared responsibility of the SCHOOL and COUNTY for creating and maintaining an appropriate

learning environment.

Confirmation that the SCHOOL's department heads (or clerkship directors) have authority to ensure faculty and STUDENT access to appropriate resources for medical student education when those department heads are not also the clinical service chiefs at affiliated institutions.

NOW, THEREFORE, the parties hereto enter into this agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

1.0 RESPONSIBILITIES OF THE SCHOOL

1.1 The SCHOOL will plan and determine the adequacy of the educational experience of the STUDENTS in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the COUNTY only those STUDENTS who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

1.2 The SCHOOL will retain ultimate responsibility for the education and assessment of its STUDENTS. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for STUDENT teaching and assessment provided pursuant to this Agreement.

1.3 The SCHOOL will advise all STUDENTS assigned to the COUNTY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all STUDENTS that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

1.4 The SCHOOL will require all participating STUDENTS to maintain health insurance and provide proof of health insurance to the School. The COUNTY may request the STUDENT provide proof of health insurance prior to beginning of the training experience.

1.5 The SCHOOL will require all participating STUDENTS to have completed an appropriate criminal background check, and to have documented an annual physical and appropriate immunizations on file with the SCHOOL. If applicable, the COUNTY shall notify the STUDENT of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the STUDENT of his/her responsibility to provide evidence to the COUNTY of any required criminal background checks, physical or immunizations, when

requested. The COUNTY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform STUDENTS that they may be required to undergo a drug test or other similar screening tests pursuant to the COUNTY'S policies and practices, and that the cost of any such test will be paid by the STUDENT.

1.7 The SCHOOL will advise STUDENTS that they are required to comply with COUNTY rules, regulations, and procedures.

1.8 If requested by the COUNTY, the SCHOOL will provide instruction to the COUNTY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL's STUDENTS at the COUNTY.

1.9 No later than May 1st of each year, provide to COUNTY's Office of Graduate Medical Education, the name of each STUDENT, and his/her classification, objectives for learning, his/her proposed assignment, and documentation of good health status for transmittal to COUNTY's Office of Graduate Medical Education to permit COUNTY to verify that the STUDENT is in good standing with SCHOOL.

1.10 Provide education to STUDENTS with respect to Occupational Safety and Health Administration (OSHA) regulations governing exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, effective March 6, 1992, as may be amended or superseded, including, but not limited to information and training in the following areas: (a) hazards associated with blood and other potentially infectious materials; (b) protective measures to be taken to minimize risk of occupational exposure to bloodborne pathogens; (c) appropriate actions to take in the event of exposure to blood or other potentially infectious material; and (d) the value of the Hepatitis B vaccination and necessity for post-exposure evaluation and follow-up.

1.11 The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its STUDENTS. If requested by the COUNTY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for STUDENTS participating in observational and clinical training rotations at the COUNTY.

1.12 Submit to COUNTY's Office of Graduate Medical Education, at least annually, confidential written evaluations of supervising clinicians and of the educational experiences of STUDENTS at COUNTY.

2.0 RESPONSIBILITIES OF THE COUNTY

2.1 The COUNTY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the COUNTY will provide STUDENTS and faculty with access to appropriate resources for STUDENT education including: a) access to patients at COUNTY facilities in an appropriately supervised environment, in which the STUDENTS can complete the SCHOOL's curriculum; b) STUDENT security badges or other means of secure access to patient care areas; c) access and required training for STUDENTS in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) access to call rooms, if necessary.

2.2 The COUNTY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in COUNTY's facilities, STUDENTS will have the status of trainees; are not to replace COUNTY staff, and, are not to render unsupervised patient care and/or services. All services rendered by STUDENTS must have educational value and meet the goals of the medical education program. COUNTY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the STUDENT'S level of training.

2.3 The COUNTY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating STUDENTS by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

2.4 The COUNTY will provide for the orientation of SCHOOL's participating STUDENTS as to the COUNTY'S rules, regulations, policies, and procedures.

2.5 The COUNTY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a STUDENT is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the COUNTY, the COUNTY, upon notice of such incident from the STUDENT, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by COUNTY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that COUNTY does not have the resources to provide such emergency care, COUNTY will refer such STUDENT to

the nearest emergency facility. The SCHOOL will inform its STUDENTS that they bear responsibility for payment for any emergency care provided.

2.6 To the extent the COUNTY, generates or maintains educational records related to the participating student, the COUNTY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates COUNTY as a school official with a legitimate educational interest in the educational records of the participating STUDENT(S) to the extent that access to the SCHOOL's records is required by COUNTY to carry out the Program.

2.7 The COUNTY will provide written notification to the SCHOOL promptly if a claim arises involving a STUDENT. The COUNTY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

2.8 The COUNTY will resolve any situation in favor of its patients' welfare and restrict a STUDENT to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the STUDENT or the STUDENT is removed. The COUNTY will notify the SCHOOL'S course director if such an action is required.

2.9 The COUNTY ensure that each of its facilities identifies a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical STUDENT access to appropriate resources for the clinical training experience.

3.0 MUTUAL RESPONSIBILITIES

3.1 Representatives for each party will be established on or before the execution of this AGREEMENT.

3.2 The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and COUNTY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3.3 The SCHOOL will provide qualified and competent individuals in adequate number for the

instruction, assessment, and supervision of STUDENTS using the SCHOOL facilities. The COUNTY will provide qualified and competent staff members in adequate number for the instruction and supervision of STUDENTS using the COUNTY facilities.

3.4 The SCHOOL and the COUNTY will not discriminate against any employee, applicant or STUDENT enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

3.5 The SCHOOL, including its faculty, staff, and STUDENTS, and COUNTY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the STUDENT. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. COUNTY shall require its faculty and staff who interact with STUDENTS to adhere to the expectations set forth in Exhibit A, and communicate STUDENT violations to the SCHOOL. SCHOOL agrees to require its STUDENTS to adhere to the expectations set forth in Exhibit A.

3.6 COUNTY may immediately remove from the premises and retains the right to suspend or terminate any STUDENT's participation at the COUNTY. The COUNTY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a STUDENT's participation when, in its sole discretion, it determines that further participation by the STUDENT would no longer be appropriate. The SCHOOL will notify the COUNTY if such action is required.

4.0 ASSIGNMENT OF STUDENTS

Commencing on the effective date of this Agreement, SCHOOL may assign STUDENTS for rotations at COUNTY's facilities as described in this Agreement.

5.0 TERM

The term of this agreement shall commence on July 1, 2014 and shall continue in effect for a maximum of five (5) years, through June 30, 2019, or until earlier terminated.

6.0 COMPENSATION

No compensation will be provided to SCHOOL from COUNTY for the services represented in this agreement.

7.0 NONDISCRIMINATION

SCHOOL and COUNTY agree not to discriminate in the provision of services, allocation of benefits, accommodation in facilities or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion or national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other applicable requirements of law regarding nondiscrimination and equal opportunity employment including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities, and to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 12990 et seq. of the Government Code) and Federal Civil Rights Act of 1962 (P.L. 88-352).

8.0 TERMINATION

8.1 TERMINATION WITHOUT CAUSE

Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the STUDENTS' scheduled rotations through the end of the academic year in which notice is made, whichever is greater.

8.2 TERMINATION WITH CAUSE

In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days prior written notice of termination to the breaching party.

9.0 INSURANCE

Each party shall agree to maintain, for the duration of this Agreement, insurance or self-insurance in the types of coverage and limits required to fully cover their obligations under this Agreement.

10.0 INDEMNIFICATION

10.1 COUNTY shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and STUDENTS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to

the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY its officers, employees or agents.

10.2 SCHOOL shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents or STUDENTS.

11.0 COOPERATION IN DISPOSITION OF CLAIMS

COUNTY and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, substantive adverse events, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the PROGRAMS. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, sharing records, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. SCHOOL shall be responsible for all disciplines of STUDENTS in accordance with SCHOOL'S applicable policies and procedures.

To the extent allowed by law, COUNTY and SCHOOL shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either COUNTY or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

12.0 ADMINISTRATION

The COUNTY CEO at RCRMC (or designee) or COUNTY Director of Mental Health (or designee), as applicable, shall administer this Agreement on behalf of the COUNTY.

13.0 PATIENT RECORDS

Any and all of COUNTY's medical records and charts created at COUNTY's facilities as a result of performance under this Agreement shall be and shall remain the property of COUNTY. Both during and after the term of this Agreement, SCHOOL shall be permitted to inspect and/or duplicate, at SCHOOL's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action or substantive adverse event; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

14.0 CONFIDENTIALITY

14.1 SCHOOL shall maintain the confidentiality of any and all patient records and information in compliance with the terms of this Agreement, except for statistical information which shall not identify any patient and which shall be used only for carrying out the obligations of SCHOOL under this agreement.

14.2 SCHOOL shall not disclose, except as specifically permitted by this Agreement, or as authorized by the patient(s) or applicable law, any Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 and regulation promulgated thereunder (collectively, "HIPAA").

14.3 SCHOOL shall observe all Federal, State and COUNTY laws and regulations, including, but not limited to, HIPAA and any subsequent revisions thereto, concerning the security and privacy of patient records and information.

15.0 INTERRUPTION OF SERVICE

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

16.0 ATTORNEY'S FEES

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorney's fees, shall be borne by the losing party, or, in the case of arbitration, as determined by the arbitrator.

17.0 ASSIGNMENT

No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

18.0 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

19.0 WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided herein are cumulative.

20.0 EXHIBITS

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

21.0 MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. COUNTY and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

22.0 NO THIRD PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not a signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

23.0 GOVERNING LAW

This Agreement shall be governed in all respects by the State of California.

24.0 FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God.

25.0 ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral and written, and all other communications between the parties relating to such subject matter.

26.0 NOTICES

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

SCHOOL:

The Regents of the University
Of California
900 University Ave.
School of Medicine, ED Bldg.
Riverside, CA 92521

Attention: Senior Associate Dean,
Finance and Administration
Copy to: Associate Dean, Graduate
Medical Education

COUNTY:

Riverside County
4080 Lemon Street
4th Floor
Riverside, CA 92501

Attention: Assistant CEO - Health System
Copy to: Director of Medical Education
RCRMC
26520 Cactus Ave.
Moreno Valley, CA 92555
And
Director, Riverside County Department of
Mental Health
4095 County Circle Dr.
Riverside, CA 92503

[Signatures on the following page.]

The parties have executed this Agreement as set forth below:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____
G. Richard Olds, MD
Vice Chancellor, Health Affairs

Date: _____

COUNTY OF RIVERSIDE

By: Marion Ashley
Chair, Board of Supervisors
MARION ASHLEY

Date: DEC 09 2014

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 11/24/14
NEAL R. KIPNIS

ATTEST:
KECIA HARPER-JHEM, Clerk
By: Kecia Harper-Jhem
DEPUTY

EXHIBIT A

TEACHER-STUDENT EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND STUDENTS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly

aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive

- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.