Agenda Item #: 3EE-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	June 10, 2025	[X] Consent [] Ordinance	[]	Regular Public Hearing	
Department:	Medical Examiner's Office				
Submitted By:	Medical Examiner	's Office			

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Florida Atlantic University (FAU) Board of Trustees on behalf of the Charles E. Schmidt College of Medicine for placement of medical students in clinical rotations at the Palm Beach County Medical Examiner's Office (MEO) for a term of five (5) years; from June 10, 2025 to June 9, 2030.

Summary: FAU's College of Medicine requires medical students to obtain clinical experience, and FAU wishes to afford medical students the opportunity to obtain experimental training with the MEO. This Agreement establishes the general conditions which will enable FAU and the County to collaborate as partners for the placement of medical students with the MEO. Allowing participants in clinical rotations to obtain clinical experience. The County recognizes the need to train and educate medical students and is willing to provide the necessary facilities, clinical experiences within the MEO or in the field with MEO staff as necessary. The term of this Agreement shall be for five (5) years unless terminated in accordance with the terms herein. The Agreement shall automatically renew for five (5) additional one (1) year terms. The Agreement may be terminated by either Party without cause with a 90 day written notice. Countywide (SF)

Background and Justification: FAU's College of Medicine requires medical students to obtain clinical experience, and FAU wishes to afford medical students the opportunity to obtain experimental training with the MEO. This Agreement establishes the general conditions that will enable FAU and the County to collaborate as partners, placing of medical students with the MEO to participate in clinical rotations to obtain clinical experience.

Attachments:

1. FAU College of Medicine Agreement

Recommended by:

Department Director

Date

Approved By:

Assistant County Administrator

Date

Rev 02 2025

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
ersonal					10180
ervices					
Capital					
xpenditures		The state of the s			
perating Costs					
xternal					
levenues					
rogram Income				<u>-</u> -	
County)					
n-Kind Match					
County)					
NET FISCAL	*	*	*	*	*
MPACT					
#ADDITIONAL		Application of the Control of the Co			
FTE POSITIONS				······	
CUMULATIVE		mark-territories			
					<u> </u>
			() DN: DC∞org.	ions between th	ne parties.
* This Agre		tended to create	financial obligat Digitally sign DN: DC=org Enterprise, C Markenela I	ions between th	ne parties.
* This Agre Department	eement is not int ntal Fiscal Revi	iew:	financial obligat Digitally sign DN: DC=org Enterprise. C =Marinal obligat Oate: 2023. COMMENTS Control Comm	ions between the dby Marianela Diaz DC=pbcgov, OU=10.55, OU=10.55, OU=10.55, OU=10.55, OV 10:58:30-04'00'	me parties. MacMontrol zes 5
* This Agree Department A. OFMB Fis B. Legal Suff	eement is not interest in the second and/or Con OFMB	tended to create iew: III. REVIEW Contract Dev. and 6/25 A5/10	financial obligat Digitally sign DN: DC=org Enterprise. C =Marinal obligat Oate: 2023. COMMENTS Control Comm	ions between the dby Marianela Diaz DC=pbcgov, OU=10.55, OU=10.55, OU=10.55, OU=10.55, OV 10:58:30-04'00'	Znacht:
* This Agree Department A. OFMB Fis B. Legal Suff Assistan	iciency:	tended to create iew: III. REVIEW Contract Dev. and 6/25 A5 0 5-16-25	financial obligat Digitally sign DN: DC=org Enterprise. C =Marinal obligat Oate: 2023. COMMENTS Control Comm	ions between the dby Marianela Diaz DC=pbcgov, OU=10.55, OU=10.55, OU=10.55, OU=10.55, OV 10:58:30-04'00'	Znacht:

(This summary is not to be used as a basis for payment)

AGREEMENT BETWEEN FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES AND PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement (the "Agreement") is entered into on June 10, 2025 and shall be effective as of June 10, 2025 (the "Effective Date") by and between Florida Atlantic University Board of Trustees ("FAU") on behalf of the Charles E. Schmidt College of Medicine ("College of Medicine"), a public body corporate of the State of Florida, and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners (the "County"), each referred to herein as a "Party" and, collectively, as the "Parties."

WITNESSETH

WHEREAS, FAU's College of Medicine requires medical students to obtain clinical experience, and FAU wishes to afford such students the opportunity to obtain experiential training with the Palm Beach County Medical Examiner's Office ("MEO"); and

WHEREAS, this Agreement establishes the general conditions that will enable FAU and the County to collaborate as partners for the placement of medical students within the MEO to participate in clinical rotations to obtain clinical experience (the "Program"); and

WHEREAS, the purpose of this Agreement is to allow students from the FAU College of Medicine to integrate theory learned in the classroom with practice and develop abilities and skills through supervised clinical experience; and

WHEREAS, the County recognizes the need to train and educate medical students and possesses and is willing to provide the necessary facilities to provide clinical experiences within the MEO or in the field with MEO staff, as necessary.

NOW THEREFORE, subject to controlling law, rules, regulations, and governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the Parties agree as follows:

I. EFFECTIVE DATE, TERM, AND TERMINATION

The term of this Agreement shall be effective as of June 10, 2025 and shall continue for a term of five (5) years unless earlier terminated (the "Initial Term"). Upon the expiration of the Initial Term, unless otherwise terminated in accordance with the terms herein, the Agreement shall automatically renew for five (5) additional (1) one-year terms. The Initial Term plus subsequent annual terms shall collectively be referred to as the "term." This Agreement may be terminated by either Party for cause upon written notice to the other Party. This Agreement may be terminated by either Party without cause, and without penalty or recourse to either Party for such termination, upon ninety (90) days written notice to the other Party. Except in extenuating circumstances, such termination shall not prevent a student already participating in the Program from completing their assignment with the County.

Page 1 of 14

II. REPRESENTATIVE AND CONTRACT MONITOR

The County's representative and contract monitor during the performance of this Agreement is Paul Petrino, whose telephone number is 561-688-4595 and whose e-mail is Petrino@pbc.gov.

FAU's representative and contract monitor during the performance of this Agreement is Suzanne Bertollo, MD, MPH, whose telephone number is 561-297-3622 and whose e-mail is sbertollo@health.fau.edu.

III. FAU's RESPONSIBILITIES

A. FAU shall:

- 1. Select the students who will participate in the Program and shall only allow those students who have satisfactorily completed those portions of FAU's curriculum that are a prerequisite for the clinical experience.
- 2. Notify the County at a reasonable time in advance of its proposed schedule of student assignments, including, but not limited to, the student's name, level of academic preparation, and length and date range of clinical experience.
- 3. Be responsible for monitoring (off-site) the learning experiences of the students and be ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- 4. Be primarily responsible for the appointment and assignment of faculty members, employed by County with the responsibility for medical student teaching.
- Require that students abide by the rules of the County; Florida Atlantic University regulations, policies, and/or procedures; and Florida Board of Governors regulations. FAU will withdraw any student from the Program at the request of County for sufficient cause.
- Advise students of their responsibility for complying with the applicable policies, procedures, and rules of the County, including, but not limited to, policies relating to background checks and confidentiality of communications and records.
- 7. Require that all students be aware of liability insurance requirements during their assignment to the County. The student is responsible for their own health insurance since the County will not provide this.
- 8. Advise students that the County is not responsible and shall not compensate students with regard to their participation in the Program or any services they may provide as a result of participating in the Program.

9. Ensure that each student executes a copy of the Participant/Student Agreement attached hereto as Exhibit A prior to the student being allowed to participate in the Program.

B. FAU agrees:

- 1. The County will accept one student at a time, and most clinical rotations at the MEO will be for a period of two weeks, or up to four weeks for a student with a particular interest in pathology.
- 2. The County, through its employees and staff, will provide oversight and direct supervision of students while they are participating in the Program.
- 3. FAU acknowledges that the types of clinical experiences provided by the County will depend on a variety of factors, including availability of County personnel. The County agrees to fulfill the learning objectives of the clinical rotation.
- 4. All students' meals and all transportation to and from the Program facilities shall be provided by the students. The County shall have no responsibility for meals and/or transportation.

C. Mutual Responsibilities:

- 1. Learning Environment. FAU and the 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 students. 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. The County shall require its employees and staff who interact with the students to adhere to the expectations set forth in Exhibit B, and communicate student violations to FAU. FAU agrees to require its students to adhere to the expectations set forth in Exhibit B.
- 2. <u>Nondiscrimination</u>. Each Party agrees that it will not discriminate against any student in violation of any applicable Federal, State, or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

IV. RESPONSIBILITIES OF THE COUNTY

1. The County agrees to make available, as practical as determined by the County, a pathologist and/or investigator, to be considered for a FAU College of Medicine Affiliate Faculty appointment responsible for providing clinical experience to students. At all times during the clinical experience, students will act under the direction of the designated

County personnel. The Facility shall retain responsibility for patient care and students shall not be used to replace Facility employees providing care.

- 2. The County's employees and staff shall provide on-site supervision and evaluate the performance of each student at the conclusion of each student's clinical rotation with the County and shall provide the evaluation to FAU.
- 3. The County will make available to students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of its facilities, the County will make available office, library, and conference space for students, if applicable. The County will provide students with the following resources for medical student education including: a) access to patients at the County in an appropriately supervised environment, in which students can complete FAU'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; and e) secure storage space for students' personal items when at the County..
- 4.Student Records. To the extent that 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 FAU and shall, to the extent provided by law, limit access to only those employees or agents with a need to know. For the purpose of this Agreement, pursuant to FERPA, FAU herby designates the 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 FAU's records are required by the County to carry out the Program.
- 5. Claim Involving Student. The County will provide written notification to FAU promptly if a claim arises involving a student. The County and FAU 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.
- 6. Orientation. The County shall provide students with training or appropriate written orientation materials to assist students in the clinical educational experience at Facility.
- 7. Emergency Services. On any day when a student is participating in the clinical education program at its facilities, the County will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of all care.

V. REMOVAL OF STUDENTS

The County reserves the right to remove any student who does not meet the professional or other requirements, qualifications, policies and standards, or the regulations of the County or any federal, state, or local law. In such instances, the County will contact FAU's representative in order to determine if a mutually agreeable resolution can be promptly achieved; however, if: (i) the

violation involves a breach of any of County's established policies or standards and/or any federal, state, or local law, or (ii) if the Parties are unable to find a mutually agreeable resolution regarding a student whose presence is deemed by the County to be detrimental to the interests of the County or who does not otherwise meet the County's professional requirements or standards as indicated above, then County nevertheless reserves the right, in its sole discretion, to require FAU to immediately withdraw any such student without further delay; and such shall not be deemed to be discipline of a non-County employee by the County. FAU shall be responsible for determining any disciplinary action to be taken relating to its students.

VI. ASSUMPTION OF LIABILITY/RESPONSIBILITY

Each party shall be liable for its own actions and negligence. The foregoing provision shall not constitute a waiver of sovereign immunity beyond the limits set forth in F.S. 768.28 for either party, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The provisions of this subsection shall survive the expiration or earlier termination of this Agreement.

VII. INSURANCE

FAU and County acknowledge that each Party is self-insured for tort liability with limits of \$200,000 per claimant/\$300,000 per occurrence, pursuant to section 768.28, Florida Statutes, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment or agency. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (ii) the consent of FAU, the Board of Governors, or its affiliates, or the County to be sued; (iii) a waiver of sovereign immunity of FAU or the County beyond the waiver provided in Section 768.28 Florida Statutes; or (iv) constituting a hold harmless or indemnification agreement on the part of either FAU or the County.

FAU and the County are political subdivisions of the State as defined in section 768.28, Florida Statutes, and each shall furnish to the other, upon request, written verification of liability protection (self-insured) in accordance with the limits set forth in section 768.28, Florida Statutes. FAU's Certificate of Liability Protection is attached hereto.

VIII. STUDENT AGREEMENT

FAU shall require each student to execute a Student Agreement in to form attached hereto as **Exhibit A**, which may be amended by the County from time to time, prior to each student being allowed to participate in the Program.

IX. PUBLIC RECORDS; EXEMPT AND CONFIDENTIAL RECORDS; PHOTOS, VIDEOS, AND AUDIO RECORDINGS

The Parties acknowledge and agree that Chapter 119, Florida Statutes, is applicable to this Agreement and they will comply accordingly.

FAU acknowledges and agrees that FAU's students who participate in the Program hereunder may receive and have access to confidential protected health information, including electronic protected health information that is protected by HIPAA and Florida law, and records that are exempt and/or exempt and confidential under Florida Law. FAU shall require that its students comply with all laws regarding exempt or confidential records.

The taking and/or dissemination of any photos, videos, or audio recordings by students during clinical experiences is strictly prohibited. Dissemination of case information by students during clinical experiences is strictly prohibited.

The provisions of this subsection shall survive the expiration or earlier termination of this Agreement.

X. FINANCIAL OBLIGATIONS

The Parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. In the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs.

XI. ASSIGNMENT

Neither the County nor FAU shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

XIII. DISPUTES

Any dispute concerning performance of the terms of this Agreement may be resolved informally by the Parties' Representatives.

XIV. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the County, notices shall be addressed to:

Palm Beach County c/o Catherine R. Miller, MD District Medical Examiner 3126 Gun Club Rd. WPB, FL 33406

With copy to:

Palm Beach County Attorney's Office 301 North Olive Ave. West Palm Beach, Florida 33401 If sent to FAU, notices shall be addressed to:

Charles E. Schmidt College of Medicine Florida Atlantic University Office of the Dean 777 Glades Road, BC-71 Boca Raton, Fl. 33431

XVI. INDEPENDENT CONTRACTORS

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee/student of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create an employer-employee, agency, partnership or joint venture relationship between the Parties.

XVI. FORCE MAJEURE

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

XVIII. COOPERATION WITH INSPECTOR GENERAL

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421–2-440, as amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed County contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of FAU, its officers, agents, employees, and lobbyists related to this Agreement in order to ensure compliance with contract requirements and detect corruption and fraud.

XIX. NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended. FAU warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable all of its employees involved in the implementation of this Agreement are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirements shall be considered default of this Agreement.

XX. APPROPRIATIONS

The County's performance and obligations under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose.

XXI. COUNTERPARTS

The Parties may execute this Agreement in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

XXII. GOVERNING LAW AND VENUE; REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County or FAU.

XXVI. CRIMINAL HISTORY RECORDS CHECK

All FAU medical students receive and must satisfy a level 2 Federal background check each year. This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff will contact FAU and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. FAU shall make good faith efforts to collect the badges of its students upon conclusion of the Agreement and return them to the County. If FAU terminates a student who has been issued a badge, FAU must notify the County within two (2) hours. At the time of termination, FAU shall make good faith efforts to retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to terminate this Agreement if FAU: 1) does not adhere to the requirement that all FAU medical students receive and satisfy a level 2 Federal background check each year; 2) does not contact the County regarding a terminated FAU student within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

XXVII. E-VERIFY EMPLOYMENT ELIGIBILITY

The Parties warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended, and that the Parties: (1) are registered with the E-Verify System (E-Verify.gov), and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers; (2) covenant to continue to do so throughout the term of this Agreement; and (3) further covenants to comply with the other applicable requirements of Section 448.095, Florida Statutes.

XXVIII. ENTIRETY OF CONTRACTUAL AGREEMENT

The County and FAU agree that this Agreement sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

XXIV. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

(The remaining portion of this page is intentionally left blank).

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

ATTEST:				
JOSEPH ABRUZZO CLERK AND COMPTROLLER	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS			
By:	Ву:			
Deputy Clerk	Maria G. Marino, Mayor			
WITNESS:	FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES:			
Far Wich	De la Or			
Signature	Signature O			
Robert Wicks	Russ Ivy, PhD			
Name (type or print)	Typed Name			
Mary product	Interim Provost			
Mark J. SignatuaePhD, OTR	Title			
Mark J. Di Corcia, PhD, OTR				
Name (type or print)	CHARLES E. SCHMIDT COLLEGE OF MEDICINE:			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Suzanne Bertollo, Digitally signed by Suzanne Bertollo, MD, MPH Date: 2025.05.14 16:12:44 -04/00			
By County Attorney	Name: Suzanne Bertollo, MD, MPH			
•	Title: Associate Dean, Medical Education			
APPROVED AS TO TERMS AND CONDITIONS By	,			
Department Director				

EXHIBIT A

STUDENT AGREEMENT

The purpose of this Student Agreement ("Agreement") is to afford students at FAU's College of Medicine with the opportunity to obtain clinical experience and experiential training with the Palm Beach County Medical Examiner's Office ("MEO") through the placement of medical students within the MEO to perform clinical rotations (the "Program");

I, the undersigned, for and in consideration of the benefits provided to me in the form of experience in a clinical setting at the MEO while participating in the Program agree to the following:

I am not employed by Palm Beach County (the "County") and shall not be compensated by the County for participating in the Program.

I am not covered by the County health insurance benefits or by the County Worker's Compensation.

If witnessing an autopsy, I understand that I may be exposed to various potential pathogens, and I agree to wear personal protective equipment and take responsibility for assuring this gear is worn properly at all times.

I do hereby knowingly, freely, and voluntarily assume all risk, responsibility, and liability for any damage, injury, or death that may occur as a result of participating in the Program, and I accordingly release and discharge, to the extent permitted by law, the County of and from any and all claims, damages, injuries, liabilities, expenses, losses, costs and/or causes of action ("claim") of any nature whatsoever and consequences flowing therefrom including medical expenses and/or death, and including attorney's fees and costs whether at trial or appellate levels or otherwise, arising directly or indirectly from my participation in the Program or presence on County premises, except for the negligence or willful misconduct of the County or its employees that directly causes such claim

I agree that I shall not photograph, videotape, or audio record any location, document, or activity that occurs at the MEO and shall not remove anything from the MEO other than that which I arrived with unless specifically authorized to do so by the MEO.

I understand and agree that while participating in the Program I may be provided access to exempt and/or confidential and exempt information and records that are not subject to public disclosure, and I shall comply with all laws regarding exempt or confidential records.

In the event any portion of this Agreement shall be declared invalid or unenforceable, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect. I represent and warrant that no promise or inducement has been offered, except as set forth above, for execution of this Agreement and that this Agreement freely and voluntarily executed without reliance upon any statement or representation of legal rights by the County.

Student (Print):	
Student (Signature): _	
Date Signed:	

EXHIBIT B: TEACHER-LEARNER EXPECTATIONS

The University 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 and residents 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 and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

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

Page 13 of 14

- 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.