

UNIVERSITY OF COLORADO SCHOOL OF MEDICINE GUIDELINES FOR MEDICAL STUDENT TEACHER

The purpose of this document is to state the roles and responsibilities of the individual physicians, PhD's, supervisors, mid-level clinical providers (nurse practitioner or physician assistant) mentors, or research advisors ("Teacher"), and the University of Colorado School of Medicine ("CU SOM") in the provision of practical, clinical or research training experiences or scholarly activities under the Mentored Scholarly Activity program. ("Supervised Experiences") for the students of the CU SOM. This document sets forth the appropriate guidelines for the supervision of students participating in any Supervised Experiences which must be agreed to by each Teacher prior to accepting a student.

In order to confer credentials upon its students, CU SOM must provide and certify the student's completion of certain practical learning and/or clinical experiences, some of which may involve interaction with patients, experience in a lab, or other interactive or scholarly opportunities. In order to accomplish this goal, the Teacher is willing to permit students to participate in their practice, research or other scholarly activity and to provide a practical, educational experience under the Teacher's guidance and supervision.

1. Responsibilities of the Teacher:

The Teacher will work with the CU SOM educators to determine the number of students to be assigned during any clinical experiences or rotation, in the selection of appropriate experiences for the students, and in the evaluation of student learning and performance.

The Teacher is responsible for providing students with an appropriate orientation to individual policies at their work site and for maintaining a positive, respectful, appropriate learning environment as described in the Student Handbook. The Teacher should also provide appropriate access to patients, any required student security badges to access patient care areas, computer access, access and training in the understanding and use of electronic medical records or paper charts, and a secure storage space for their personal belongings when at the work site.

The Teacher will guide, coordinate and provide adequate supervision of medical students and help students complete core competencies and other goals and objectives for their learning experiences. The Teacher who provides patient care shall have primary responsibility for patient care and health services offered, and will allow students to perform tasks only under their supervision. The Teacher who provides support in a laboratory, research environment, or offers support for other scholarly activities shall provide students with necessary support to assist them in the completion of their projects.

The Teacher will have the responsibility to evaluate the learning and performance of participating students in an appropriate and timely manner following SOM guidelines for evaluation as made available to the Teacher by the SOM faculty responsible for oversight of the learning experience

The Teacher should restrict a student to the role of observer or remove a student from a situation if the Teacher feels it is in the best interest of the patient.

The Teacher may remove a student from the premises if they feel the student poses an immediate threat or danger to personnel, to the quality of medical services or educational site, or for unprofessional behavior. The Teacher may request the removal of any student whose performance is unsatisfactory or who refuses to adhere to the Teacher's policies and procedures. Such request must be in writing and must state the reasons for termination. The student will be given an opportunity to respond. A Teacher may terminate the relationship with the CU SOM at any time by providing the CU SOM written notice of the Teacher's desire. However, any students assigned to the Teacher at the time such notice is provided shall be allowed to complete their assignment if it is reasonable to do so.

Upon reasonable request of CU SOM, the Teacher will permit and facilitate inspection of their facilities by the CU SOM faculty responsible for maintaining accreditation of the program.

CU SOM requires the clinical Teacher to obtain and maintain professional liability insurance covering themselves in minimum amounts not less than Five Hundred Thousand Dollars (\$500,000) per occurrence on an occurrence basis, One Million Dollars (\$1,000,000) annual aggregate. Additionally, they are required to maintain general liability insurance or self-insurance in the amounts of One Million Dollars (\$1,000,000) per occurrence on an occurrence basis, Three Million Dollars (\$3,000,000) annual aggregate. The clinical Teacher will provide a certificate evidencing such coverage to CU SOM at any time upon request.

2. Responsibilities of the CU School of Medicine:

The CU SOM will designate a member of its faculty (a Faculty Coordinator, Block Director, or Course or Curriculum Director) to communicate with the Teacher and facilitate an ongoing exchange of information regarding the program. The SOM faculty member will work with the Teacher to determine the appropriate experiences for the students and to evaluate each student's performance and experiences.

The CU SOM will only assign to a Teacher those students who have completed all necessary requirements and who possess skills consistent with an ability to properly handle the functions of the particular Supervised Experience. The CU SOM and Teacher will agree upon the number of students to be assigned during any rotation. Prior to any rotation or learning experience start date, the CU SOM will provide the Teacher with the names of the students being assigned to that Teacher. CU SOM will keep records of each student's experience and ensure that activities assigned to students are educational and scholarly in nature and may, if necessary, inspect facilities to be sure the Supervised Experience meets program objectives.

CU SOM faculty member designated to communicate with the Teacher and facilitate an ongoing exchange of information will likewise communicate with the student(s) to facilitate exchange of information concerning the experience, including the ability of the student to petition the CU SOM to leave a Supervised Experience that is perceived to be inadequate.

3. Miscellaneous

No individuals shall be discriminated against on the basis of age, race, religion, creed, sex, national origin, handicap or veteran's status in the provision of Supervised Experiences to CU SOM students.

Students are trainees, not employees, and are not to replace the Teacher's staff.

The CU SOM self-insures for professional liability insurance for itself and its students providing health care services pursuant to the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 through 24-10-120). The CU SOM agrees that its self-insurance program shall provide coverage in accordance with the limits of the Colorado Governmental Immunity act. The Colorado Governmental Immunity act provides that the maximum amount that may be recovered against a public entity or public employee shall be (a) \$150,000 for any injury to one person in a single occurrence, and (b) \$600,000 for any injury to two or more persons in a single occurrence, except that in such instances no person may recover in excess of \$150,000.

For those approved activities that take place in a state other than Colorado, or in the event a court of competent jurisdiction determines on final judgment that the limits of the Colorado Governmental Immunity Act do not apply, the University of Colorado Self-Insurance and Risk Management Trust has provided for professional liability insurance coverage of at or above \$1,000,000/\$3,000,000 through a commercial insurance policy, to the extent that such policy would cover the actions of students from the CU SOM participating in a Supervised Experience.

The CU SOM will also be responsible for providing workers' compensation coverage as required by Colorado law and general liability coverage for its students assigned to a Teacher.

The CU SOM will be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, provided however, that liability for claims and injuries to persons or property arising out of the negligence of the CU SOM, its employees, students, interns, agents or representatives is controlled and limited by the provisions of the Colorado Governmental Immunity Act. The CU SOM will not be responsible for any consequential damages. Nothing contained in this paragraph or elsewhere in this document should be construed as: an express or implied waiver by the CU SOM of its governmental immunity or of the governmental immunity of the State of Colorado; an express or implied acceptance by the CU SOM of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101et seq.; a pledge of the full faith and credit of a debtor contract; or, as the assumption by the CU SOM of a debt, contract, or liability of a Teacher in violation of Article XI, Section 1 of the Constitution of Colorado.

These guidelines may be amended or revised by CU SOM at any time. In the event that they are, written notification of the changes will be given to the Teacher.