

**COMMONWEALTH OF PUERTO RICO  
UNIVERSITY OF PUERTO RICO  
MEDICAL SCIENCES CAMPUS  
SCHOOL OF MEDICINE  
SAN JUAN, PUERTO RICO**

**CONTRACT FOR POST-GRADUATE  
(MEDICAL INTERNSHIP-RESIDENCY IN TRAINING)**

**THERE APPEAR**

***ON THE FIRST PART: The Medical Sciences Campus by its Acting Chancellor, José R. Carlo, M.D. of age, married and neighbor of San Juan, Puerto Rico.***

***ON THE SECOND PART: Dr. \_\_\_\_\_, of age \_\_\_\_\_, and neighbor of \_\_\_\_\_, Puerto Rico.***

***This contract is granted on the based on the annual budget allotted by the Puerto Rico Legislature to the University of Puerto Rico to support the Graduate Medical Education Programs at the School of Medicine, Medical Sciences Campus.***

**THEY DECLARE**

***Both parties understand that a physician's complete education is a continuous process that begins before entering the School of Medicine and extends for many years after the physician's diploma is obtained. In fact, the professional education and development should extend throughout the entire period of the medical practice career. However, the cornerstone of the medical professional training in the formal education he/she receives in the School of Medicine and during the residency that is the graduate medical training. During the past years, the responsibility for the quality of the post graduate medical training offered in base hospitals and in hospitals affiliated to said schools have been increasingly placed on the schools of medicine of the U.S.A. Appearing parts declare that they have the necessary legal capacity to grant the present contract and, in consequence thereof, they sign it pursuant to the following:***

**CLAUSES AND CONDITIONS**

***ONE: Through graduate medical training programs that are offered in base hospitals and/or in hospitals affiliated to the School of Medicine of the University of Puerto Rico, the first part makes the commitment of providing post graduate, internship and/or residency medical training to the Second Part, in the sub-specialty hereunder stated, according to the norms and requirements demanded by the corresponding medical specialty certifying board, and according to resources and norms of our institution.***

**TWO:** *The Second Part agrees to render services as \_\_\_\_\_ at the Department of \_\_\_\_\_ of the \_\_\_\_\_ Hospitals, and its dependencies or at affiliated hospitals, as assigned by the Medical Sciences Campus.*

**THREE:** *The Second Part accepts the following “resident physician agreement (resident agreement)”, pursuant to the norms of the Accrediting Council of Graduate Medical Education:*

- a. to develop a personal study and professional growth program under the supervision of the teaching faculty.*
- b. to participate in the medical care of patients with efficiency, safety, and compassion, in tune with his/her level of development and responsibility.*
- c. to become completely involved in the educational activities of their program, and as required, assume responsibility for the teaching of other residents and students.*
- d. participate in institutional programs and in medical faculty-related activities and to adhere to the norms, proceedings and practice established in the institution.*
- e. to participate in institutional committees and councils, specially those related to medical care evaluation.*
- f. to apply cost control measures on providing medical care.*
- g. to participate in clinical or basic investigation programs directed to promote the physician’s educational development.*

**FOUR:** *The First Part will limit resident’s work hours to 80 hours per week averaged over four weeks.*

**FIVE:** *The Second Part must be given one day out of seven free from all clinical and educational responsibilities. One day is defines as 24 consecutive hours.*

**SIX:** *The Second Part should be given at least 10 hours for rest and personal activities between daily duty periods and in house call.*

**SEVEN:** *The Second Part will not have in-house call more frequent than every third night.*

**EIGHT:** *The Second Part shall comply with the Institutional Policy on moonlighting as defines in the Housestaff Manual of the Graduate Medical Education Institutional Office.*

*NINE: The Second Part will not work in excess of 24 consecutive hours.*

### **EMERGENCY ROOM SERVICE**

*TEN: The Second Part accepts that during his/her training, he/she could be assigned for a period of time to a daily rotation in the Emergency Room, from 8:00 AM to a 4:30 PM. During these duties when the Second Part is assigned to the Emergency Room, during the term of this contract, he/she shall answer and evaluate consultations in the Emergency Room. Consultations shall be answered within a reasonable period of time and always during the time assigned to the duties, or to the Emergency Room service during working days. If the physician cannot answer as stipulated all the consultations, he shall notify the Chief Resident and/to the Head of the Department about his service, so that he/she adopts immediate dispositions to answer and evaluate said consultations, During the duty period, it shall not be necessary to be present nor stay in the Emergency Room area, unless he is answering a consultation. This clause may be modified by the Training Program Director in cases where the nature of the specialty does not demand these rotations at the Emergency Room.*

### **COMPENSATION**

*ELEVEN: The First Part shall offer to the Second Part a subsidy of \$ \_\_\_\_\_ monthly while the present contract is in effect, wherefrom \$ 195.00 correspond tot he recently granted increase.*

*In addition, the First Part shall assign to the Second Part the amount of \$500.00 monthly for housing. Wherefrom \$220.00 dollars correspond tot he recently granted increase, plus \$450.00 for board, wherefrom \$300.00 correspond to the recent increase, if they are not rendered in the Hospital where he/she is receiving training. This money shall not include, nor are they part of whichever others the Second Part receives from the Department of Health of the Commonwealth for meals for in training duty shifts. While the this contract is in effect, the First Part shall assign the amount of \$200.00 monthly to the Second Part as a special scholarship.*

### **VACATIONS**

*TWELVE: The First Part shall grant the Second Part thirty (30) calendar days for vacation during a the year. These days shall be used while this contract is in effect, according to the norms of their training program. The Program Director shall be in charge of managing the accounts and granting of this period.*

### **SICK LEAVE**

***THIRTEEN: The Second Part shall have up to eighteen (18) days of sick leave. The same shall be exclusively used when the Second Part is sick or disabled while this contract is in effect, and it shall not be paid at all in cash if it were not used, nor shall it be transferred to future contracts.***

### **MATERNITY/ PATERNITY LEAVE**

***FOURTEEN: If the Second Part is a pregnant woman and the birth occurs while this contract is in effect, she/he shall be entitled to maternity leave for a period of eight (8) weeks. The concession and use of this privilege shall be coordinated with the Graduate Medical Education Office. The application for maternity leave must enclose a physician's certificate indicating the approximate birth date.***

***FOURTEEN- A: The Second Part shall have one paternity leave for one service year, up to two (2) weeks following the birth of a child, that he/she shall certify through a birth certificate of the newborn or sworn statement of the SECOND PART to that effect.***

### **ATTENDANCE**

***FIFTEEN: Both parts understand that the educational mission of each of the departments or section within the institution where training takes place, demands compliance with the certifying boards requirements. On account of this, the Second Part shall reach an agreement with the Chief of Department or Section within the institution if an illness, maternity and/or paternity takes place, as to what is the best form whereby comply with lost time in their training so that the Second Part may obtain the academic certification of the Training Program he is in. This does not mean that the Second Part shall receive monetary compensation during that compensatory period to satisfy the requirements demanded by the certifying boards. No compensation nor pay shall be received if he must comply with extra time on account of academic deficiencies. This period shall be covered by the medical practice insurance and the insurance of the State Insurance Fund***

***FIFTEEN-A: As this is a teaching system, it is not the policy of the School of Medicine of the University of Puerto Rico to grant additional free time (leave of absence), not established in this contract. However the program directors may take in consideration special circumstances after the approval of the Graduate Medical Education Committee. In extreme circumstances where this period may be granted, it would be without pay and fringe benefits, and it shall not be granted for more than a one year period. On his/her return, the SECOND PART may compete for a position within the training program in the same conditions than the candidates for the program in that year.***

### **MEDICAL INSURANCE**

**SIXTEEN:** *The First Part shall pay for the cost of the premium for hospital-medical services to a maximum of \$40.00. Said plan includes hospital, surgical and maternity services, outpatient clinics, emergency room services, and dental care.*

**SIXTEEN-A:** *The Graduate Medical Education Office will offer counseling and orientation services to residents upon request.*

### **STATE INSURANCE FUND-LIFE INSURANCE POLICY**

**SEVENTEEN:** *The First Part shall provide each physician a life insurance policy the same that the employees under the Commonwealth Employees Association may at any time hold.*

### **SEVENTEEN-A: STATE INSURANCE FUND**

*In case of accidents and/or occupational disease, the SECOND PART shall be covered by the State Insurance Fund.*

**EIGHTEEN:** *The First Part shall grant to the Second Part an additional 4% subsidy of the basic subsidy payable every six months while this contract is in effect. The additional sum of \$570.00 shall be granted to the Second Part each semester, payable in monthly installments of \$65.00 for materials, books, fees and right to graduation expenses, of which \$15.00 correspond to the recently granted increase, and the balance of \$280.00 payable in December and June of each year, as long as this contract is in effect.*

### **PAYMENT OF CONSTRUCTION FEE**

**NINETEEN:** *The Second Part shall pay the amount of \$20.00 per year to cover the cost of construction of the University of Puerto Rico. The Second Part authorizes the First Part to make the necessary salary discount to make this payment.*

### **EVALUATION**

**TWENTY:** *The Second Part shall undergo the current process of evaluation, that will be regularly notified at the beginning of the (academic) year, and according to the norms established in the Department where he/she is receiving training. This contract shall only be renewed in those cases where the Second Part proves in his evaluation his/her accomplishments and progress in knowledge, skills and attitudes at his/her level of training, to the satisfaction of the Department's Evaluation & Promotion Committee and the Director of the Training Program in said Department.*

***TWENTY-A: The SECOND PART shall be bound to discuss and sign the evaluations after the completion of each rotation.***

***TWENTY-B: If there is any disagreement with the results of the evaluation, the SECOND PART shall file the due process of law at department and/or institutional level. This process is clearly described in the manual operations of the Graduate Medical Education Office.***

***TWENTY-ONE: The Second Part must evaluate his/her program before completion of his year of post-graduate training.***

***TWENTY-ONE-A: All rotations must be evaluated by the Second Part at the end of each one.***

***TWENTY-TWO: The Second Part will be bound at all times to act in accordance with the public policy of the University of Puerto Rico concerning Sexual Harassment as cited in the Residents Operational Manual-Appendix I.***

***TWENTY-THREE: The Second Part will be bound at all times to act in accordance with the public policy of the University of Puerto Rico concerning Use and Abuse of Controlled Substances and Alcohol as cited in the Residents Operational Manual-Appendix II.***

***TWENTY FOUR: On the event that one of our residency programs foresees the closing of the program for any reason the Institution will exhaust all appellative resources to maintain the program. If closure is inevitable, the program director of the residency program will go through all the necessary motions to facilitate relocation of affected residents in other residency programs.***

***In the event of relocation:***

***-The resident will be responsible for applying to his/her program of interest.***

***-The resident should understand that possibilities of relocation will depend on his competency skills in terms of qualifications, performance, and grades on Boards as well as training examinations.***

***-The resident must comply with any other requisite established by the new residency program.***

***Once closure is complete, all resident's records will be sent to the Graduate Medical Education Office who will become official custodians of these documents.***

**TWENTY-FIVE:** *The SECOND PART shall regularly complete the medical records.*

### **EFFECTIVENESS AND RESOLUTION**

**TWENTY SIX:** *This contract shall be in effect from \_\_\_\_\_ to \_\_\_\_\_. The Second Part shall be governed by the rules and statutes of the Institution where he/she is receiving his training, as well as other applicable laws.*

**TWENTY SEVEN:** *All payments thta the University of Puerto Rico binds itself to make under the terms of this contract, shall be subject to the transference of funds by the Legislature of Puerto Rico. If the Legislature of Puerto Rico does not make the transfer of those funds to the University of Puerto Rico for the payment of subsidies and increases granted, this contract shall be automatically rescinded.*

**TWENTY EIGHT:** *The First Part shall deem this contract ended if the Second Part leaves the training and services for more than three (3) consecutive days without justification, after the two (2) parties have discussed the reasons therefor.*

**TWENTY NINE:** *The First Part may deem rescinded this contract due to negligence, abandonment of duties and improper behavior violating the norms of the graduate medical training program.*

**THIRTY:** *The Second Party may rescind this contract with thirty (30) days prior to the official termination date.*

**THIRTY-ONE:** *The Second part understand and accepts that the major responsibility of his/her training lies in the optimum service and care he renders tot he patient assigned to him, or whose care has been delegated thereto, either ambulatory, hospitalized or under consultation. Therefor, the Second Part shall not only comply with the requirements of quality medical services, but shall also comply with the administrative obligations that ensure a better care, such as completing without exception the medical records during the time stipulated in the regulation and statutes of the Hospital he/she is assigned to. If he/she fails to do so, he would be infringing hospital norms and the conditions of this contract. This is sufficient cause for rescinding the contract, pursuant to clause eighteen.*

*The Second Party binds itself to facilitate to the First Party evidence of the license to practice the medical profession in Puerto Rico, issued by the Medical Examining Board, or in absence thereof, evidence of the receipt of documents at the Examining Board, before the contract is granted or at that moment. The Second Party binds itself to obtain his/her license at the earliest possible time, and never after the fourth month of effectiveness of this contract. In case of noncompliance with this clause, the First Part shall deem this contract rescinded.*

**THIRTY-TWO:** *The FIRST PART shall demand from the Second Part an official copy of the results of the first part of the board or his/her equivalent examinations prior to officially grant this contract, and as requirement for its tramittal thereof.*

**THIRTY-THREE:** *The Second Part shall present the following evidence before this contract is granted:*

1. *Current copy of the certification of the anti-Hepatitis B vaccine.*
2. *Copy of recent physical examination (within the last four months).*
3. *Copy of the results of recent Chest X-Ray (within the last six months), or Tuberculin test.*
4. *Copy of the results of recent VDRL (within the last two months).*

**THIRTY-FOUR:** *Both parties understand that, in case any professional medical malpractice claim arises, through judicial or extra judicial action, because the Second Party allegedly has caused harm to a patient due to error or omission, blame or negligence, as a consequence thereof that should have been rendered, the Campus shall offer medical disability coverage through a professional malpractice insurance, which payment or premium shall be made by the Campus and reimbursed, pursuant to the provisions in agreement signed by the Department of Health and the Campus, and effective July 1st., 1982.*

**THIRTY FIVE:** *Subsidies stipulated in this contract shall be drawn against item #\_\_\_\_\_ of the Medical Sciences Campus budget for fiscal year \_\_\_\_\_.*

*In testimony thereof, contracting parts sign this contract thus officially binding themselves to loyally comply thereto, in San Juan, Puerto Rico, today \_\_\_\_\_.*

*Recommended and endorsed by:*

\_\_\_\_\_  
*Dean of Medicine*

\_\_\_\_\_  
*Department Chief*

\_\_\_\_\_  
*Chancellor (Fist Part)*

\_\_\_\_\_  
*Physician (Second Part)*