

**MUNICIPIO DE LA CIUDAD CAPITAL
SAN JUAN BAUTISTA¹**

**RESOLUCIÓN NÚM. 82
SERIE 2009-2010
(P. de R. Núm. 85, Serie 2009-2010)**

**APROBADA:
24 de junio de 2010**

RESOLUCIÓN

**PARA AUTORIZAR UN ACUERDO ENTRE EL MUNICIPIO DE
SAN JUAN, POR MEDIO DE SU ALCALDE O EL
FUNCIONARIO EN QUIEN ÉSTE DELEGUE, Y EL RECINTO
DE CIENCIAS MÉDICAS DE LA UNIVERSIDAD DE PUERTO
RICO, PARA BENEFICIO DEL PROGRAMA HEAD START EN
EL CENTRO PARA EL DESARROLLO INTEGRAL CON
ESPECIALIDAD EN AUTISMO DE LA CIUDAD CAPITAL; Y
PARA OTROS FINES.**

POR CUANTO: El Artículo 14.002 de la Ley Núm. 81 de 30 de agosto de 1991, según enmendada, conocida como "Ley de Municipios Autónomos del Estado Libre Asociado de Puerto Rico de 1991", dispone que el Municipio podrá contratar con cualquier agencia del Gobierno Central o del Gobierno Federal para realizar, por su propia administración o mediante contrato, cualquier estudio, trabajo, obras o mejoras públicas de cualquier agencia pública del Gobierno Central o del Gobierno Municipal desarrollen o lleven a cabo para el municipio cualquier estudio, trabajo, obra o mejora pública municipal. Asimismo, podrá otorgar contratos con dichas agencias o con cualquier otro municipio para el desarrollo, administración y operación en forma conjunta, coordinada o delegada de facilidades para la prestación de servicios a la ciudadanía;

POR CUANTO: El inciso (a) del Artículo citado, dispone que todo contrato que se otorgue de conformidad con el mismo, deberá ser aprobado mediante resolución por la Legislatura Municipal de cada municipio que sea parte del mismo;

POR CUANTO: La Oficina para el Desarrollo Infantil del Municipio de San Juan, tiene la misión de lograr el desarrollo integral de los niños y niñas de edad temprana de las Comunidades de la Ciudad Capital, a través de experiencias positivas que los prepararán exitosamente para la escuela formal;

¹ Gobierno de Puerto Rico

POR CUANTO: A su vez provee servicios de salud médico-dental, salud mental, educación, alimentación adecuada, pruebas de cernimiento y transportación. Debido a los beneficios que se ofrecen, es necesario entrar en contratos o convenios con entidades privadas, agencias federales y/o estatales;

POR CUANTO: Las normas de ejecución que rigen a los *Programas Head Start* establecen que los concesionarios:

- Deben desempeñar un papel activo para mejorar la prestación de los servicios comunitarios a los niños y sus familias;
- Deben tomar pasos decididos y firmes para establecer relaciones de cooperación estables con organizaciones comunitarias con el fin de fomentar el acceso de los niños y las familias a los servicios, y respondan a las necesidades de éstos, incluyendo proveedores de cuidado de la salud, como: clínicas, médicos, dentistas y otros profesionales de salud;
- Deben realizar esfuerzos específicos para desarrollar acuerdos interinstitucionales con las Agencias locales de Educación y otras agencias dentro del área de servicios;

POR CUANTO: En virtud de estos requisitos normativos, el *Programa Head Start* del Municipio de San Juan, ha establecido múltiples acuerdos con diversas entidades comunitarias, sean públicas o privadas. Los esfuerzos por mantener estos acuerdos, fortalecerlos e incrementar el número de entidades es uno de los objetivos de nuestro Programa;

POR CUANTO: A tales efectos, se presenta la oportunidad de establecer un Acuerdo entre la Oficina para el Desarrollo Infantil del Municipio de San Juan y el Programa de Médicos Residentes en Neurología de la Escuela de Medicina, del Recinto de Ciencias Médicas de la Universidad de Puerto Rico. Esta colaboración redundará en múltiples beneficios para nuestro *Programa Head Start en el Centro para el Desarrollo Integral con Especialidad en Autismo*;

POR CUANTO: El Municipio de San Juan de manera especial ha procurado, a través de la Oficina para el Desarrollo Infantil, ofrecer servicios especiales y de calidad a la población con autismo. Actualmente, el Centro de Desarrollo Integral Especializado en Autismo, hace posible este compromiso programático;

POR CUANTO: El Municipio de San Juan a través de la Oficina para el Desarrollo Infantil se beneficiará en lo siguiente:

- Incremento en los recursos disponibles para el niño y la familia. El personal médico residente tendrá intervención directa (siempre bajo la supervisión de un médico licenciado a cargo) y de observación con los niños participantes;
- Capacitaciones y orientaciones en temas de interés y relacionados a las condiciones atendidas o necesidades identificadas con la utilización de los recursos de la UPR - Escuela de Medicina y sus médicos residentes;
- Establecimiento de un apoyo profesional de parte de estos médicos al equipo de especialistas asignados en el Centro de Desarrollo Integral especializado en Autismo;

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POR CUANTO: Con este acuerdo, la Universidad de Puerto Rico, a través de la Escuela de Medicina, dará sus servicios a niños con autismo y sus familias, así como a otras condiciones especiales en un escenario inclusivo y de servicios integrados. De igual forma, expondrá a sus médicos residentes en Neurología a experiencias de observación e interacción con niños con la condición de autismo para enriquecer su experiencia de residentes y una mejor preparación como médicos especializados. Además, este acuerdo de colaboración permite que el Centro se convierta en un escenario de investigación en autismo, esperando que los resultados de las intervenciones y observaciones realizadas aporten a los esfuerzos médicos de comprender y ser más efectivos en el tratamiento e intervención con esta población;

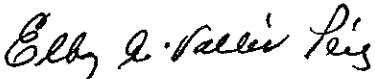
POR CUANTO: Por todo lo aquí expuesto, resulta en beneficio a la ciudadanía, establecer un acuerdo entre el Municipio de San Juan y la Escuela de Medicina de la Universidad de Puerto Rico. Este acuerdo será de gran beneficio para ambas entidades pero sobre todo para la población de niños y personas con la condición de autismo con la cual el Municipio de San Juan ha reiterado su compromiso.

POR TANTO: RESUÉLVASE POR LA LEGISLATURA MUNICIPAL DE SAN JUAN, PUERTO RICO:

Sección 1ra.: Autorizar un Acuerdo entre el Municipio de San Juan, por medio de su Alcalde o el funcionario en quien éste delegue, y el Recinto de Ciencias Médicas de la Universidad de Puerto Rico, para beneficio del *Programa Head Start en el Centro para el Desarrollo Integral con Especialidad en Autismo de la Ciudad Capital*, borrador del cual se acompaña a esta Resolución.

Sección 2da.: Cualquier Resolución u Orden, que en todo o en parte adviniere incompatible con la presente, queda por ésta derogada hasta donde existiere tal incompatibilidad.

Sección 3ra.: Esta Resolución comenzará a regir inmediatamente después de su aprobación.


Elba A. Vallés Pérez
Presidenta


YO, GUILLERMO ROMAÑACH OBRADOR, SECRETARIO INTERINO DE LA LEGISLATURA MUNICIPAL DE SAN JUAN, PUERTO RICO:


CERTIFICO: Que la precedente es el texto original del Proyecto de Resolución Número 85, Serie 2009-2010, aprobado por la Legislatura Municipal de San Juan, Puerto Rico, en la Sesión Extraordinaria, celebrada el día 22 de junio de 2010, con los votos afirmativos de los Legisladores Municipales; las señoras Sara de la Vega Ramos, Linda A. Gregory Santiago, Isis Sánchez Longo, Migdalia Viera Torres; y los señores Roberto Acevedo Borrero, José A. Berlingerí Bonilla, Diego G. García Cruz, Angel L. González Esperón, Rafael R. Luzardo Mejías, Roberto D. Martínez Suárez, Manuel E. Mena Berdecía, Ramón Miranda Marzán, Víctor Parés Otero, Marco A. Rigau Jiménez, Angel Noel Rivera Rodríguez, Hiram J. Torres Montalvo; y la Presidenta, señora Elba A. Vallés Pérez.

CERTIFICO, ADEMÁS, que todos los Legisladores Municipales fueron debidamente citados para la referida Sesión, en la forma que determina la Ley.

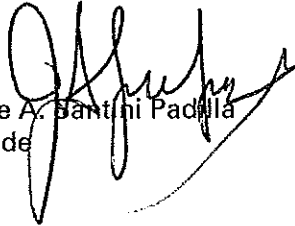
Y PARA QUE ASI CONSTE, y a los fines procedentes, expido la presente y hago estampar en las catorce páginas de que consta la misma, el Gran Sello Oficial del Municipio de San Juan, Puerto Rico, el día 23 de junio de 2010.



Guillermo Romañach Obrador
Secretario Interino
Legislatura Municipal de San Juan

Aprobada:

24 de junio de 2010



Jorge A. Santini Padilla
Alcalde

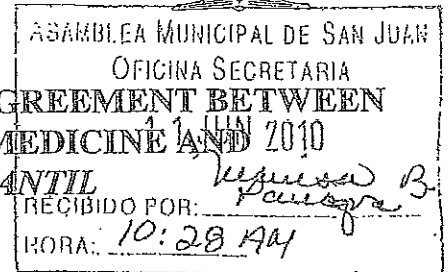
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UNIVERSITY OF PUERTO RICO
MEDICAL SCIENCES CAMPUS
SCHOOL OF MEDICINE



CONTRACT TO ESTABLISH A TEACHING SERVICE AGREEMENT BETWEEN
UNIVERSITY OF PUERTO RICO SCHOOL OF MEDICINE AND
OFICINA PARA EL DESARROLLO INFANTIL



This PROGRAM AGREEMENT ("Agreement"), effective the ____ day of _____
("Effective Date"), is by and between Oficina para el Desarrollo Infantil, with social security
number 660-42-7034 represented in this act by Evelyn Lafontaine, Director, and University of
Puerto Rico, an instrumentality of the Commonwealth of Puerto Rico, created by Law number
one from January 20th 1966, and amended, with employer social security number 660-43-3762,
represented in this act by Rafael Rodriguez, Acting Chancellor of the Medical Sciences
Campus, and University of Puerto Rico, School of Medicine (UPR-SOM).

WHEREAS, the parties execute and Educational Experience Program Affiliation Agreement
effective on _____

WHEREAS, the parties periodically desire to provide Students, Residents and/or Fellows
("Trainees") with educational experiences by establishing and implementing one or more
educational experience program ("Program") in a health care setting, involving the resources
and personnel of Oficina para el Desarrollo Infantil and UPR-SOM.

NOW, THEREFORE, in consideration of the mutual promises herein, UPR-SOM and Oficina
para el Desarrollo Infantil agree that any Program established and implemented by Oficina
para el Desarrollo Infantil and UPR-SOM during the term of this Agreements shall be covered
by and subject to the following terms and conditions:

FIRST: PROGRAM AGREEMENTS - To become effective, all agreements between the parties with respect to a Program shall be reduced to writing ("Program Agreement"), and executed by an authorized representative of Oficina para el Desarrollo Infantil and UPR-SOM.

SECOND: CONFLICT - In the event of conflict between the text of a Program Agreement and the text of this Agreement, this Agreement shall govern.

THIRD: RESPONSIBILITIES OF UPR-SOM AND Oficina para el Desarrollo Infantil - Except for acts to be performed by the other party pursuant to the provisions of this Agreement, UPR-SOM and Oficina para el Desarrollo Infantil agree to furnish the premises, personnel, services, and all other items necessary for the Program as specified in the Program Agreement. In connection with such Program, UPR-SOM and Oficina para el Desarrollo Infantil will:

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- A. Comply with all applicable Federal, State and Municipal laws, ordinances, rules, and regulation; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request.
 - B. Permit the authority responsible for accreditation of Oficina para el Desarrollo Infantil or UPR-SOM curriculum to inspect the facilities, services, and other items provided by UPR-SOM or Oficina para el Desarrollo Infantil for purposes of the Program; and
 - C. UPR-SOM has the primacy over academic affairs, education and evaluation of medical students, Residents and/or Fellows.
 - D. The UPR-SOM in coordination with the Liaison Person of Oficina para el Desarrollo Infantil shall appoint and assign faculty members responsible for teaching medical students, Residents and/or Fellows.

E. Designate a qualified member of their staff ("Liaison Person"), to design, implement, supervise and coordinate the educational experience of all students, residents and fellows participating at the training and teaching Program. Oficina para el Desarrollo Infantil's Liaison Person will have authority over the students, residents, and fellows, within the scope of the teaching and training experience at Oficina para el Desarrollo Infantil. Each party shall furnish the other party the name of their Liaison person in writing.

F. Member's of Oficina para el Desarrollo Infantil's Medical Faculty, duly selected and recommended by Oficina para el Desarrollo Infantil's Liaison Person, will participate in providing the above mention individuals with training and teaching in accordance with the rules and regulations of the Liaison Committee on Medical Education, the applicable Residency Review Boards requirements, and the requirements of the Joint Commission on the Accreditation of Health Care Organizations (JCAHO).

G. All individuals enrolled at Oficina para el Desarrollo Infantil for the purpose of training and teaching at its facilities will sign a standard form in which they will agree to abide and comply with the terms, limitations and conditions of Oficina para el Desarrollo Infantil's By-laws and Medical Staff Regulations to the extent applicable to their status as students, residents or fellows.

H. Oficina para el Desarrollo Infantil and the UPR-SOM understand and agree that the students, residents, and fellows enrolled under this contract to train and learn at Oficina para el Desarrollo Infantil will at all times be under the supervision of the physicians in charge of the requisite teaching and training courses. At no time any student, resident or fellow enrolled under this program will have the legal or medical authority to provide care or treatment to a

patient unless expressly authorized and supervised by the physician in charge of the corresponding training or teaching course.

I. Oficina para el Desarrollo Infantil and the UPR-SOM will meet at least once every semester in order to discuss the coordination, implementation, supervision, and quality of the training and teaching programs offered at Oficina para el Desarrollo Infantil. Oficina para el Desarrollo Infantil's Liaison Person or his/her designee will attend for Oficina para el Desarrollo Infantil, and the Chancellor of the Medical Sciences Campus or his/her designee for The UPR-SOM. Both parties will make all bona fide efforts to solve any differences arising from this Contract in an amicable and orderly fashion.

J. Oficina para el Desarrollo Infantil and The UPR-SOM do declare and recognize that patient care, privacy, and satisfaction are of central importance. Consequently, all students, residents, and fellows participating in this program will inform the patients hospitalized at Oficina para el Desarrollo Infantil that they are members of the teaching and training program mentioned herein, and must receive the consent of said patient in order to provide him/her with medical care and services.

K. The UPR-SOM and the individuals participating in the teaching and training programs will preserve the strict confidentiality of all information obtained as part of their involvement in the provision of medical services to the patients hospitalized at Oficina para el Desarrollo Infantil.

L. Complaints about unprofessional behavior, or the need to take disciplinary actions, shall follow the Oficina para el Desarrollo Infantil procedures established in its By-Laws in coordination with the Liaison Person and the UPR-SOM's coordinator/authority following the

established procedure for either medical student, Residents and/or Fellows.

M. Oficina para el Desarrollo Infantil shall periodically notify the UPR-SOM as well as its medical students, Residents and/or Fellows, about the facility's requirements for patient safety through, but not limited to, Executive Committee of Medical Faculty and liaison person at the Oficina para el Desarrollo Infantil.

N. Oficina para el Desarrollo Infantil shall provide initial treatment to medical students, Residents and/or Fellows should they become accidentally exposed to environmental hazards or infectious diseases at the facility. Follow-up shall be provided through the UPR-SOM to the affected student.

FOURTH: NOTICES - All notices under this Agreement or a Program Agreement shall be in writing and shall be sent, postage prepaid by certified mail, return receipt requested or by overnight delivery service to the authorized representative of the party to be notified. The notice shall be effective on the date of receipt.

FIFTH: ENTIRE AGREEMENT - This Agreement and any Program Agreement constitutes the entire understanding between the parties with respect to the subject matter contained therein. No oral representations of any officer, agent, or employee of UPR-SOM or Oficina para el Desarrollo Infantil shall effect or modify any obligations of either party under the Agreement or any Program Agreement.

SIXTH: AMENDMENT - No amendment to this Agreement or to a Program Agreement shall be valid unless it is reduced to writing and signed by an authorized representative of each party.

SEVENTH: ASSIGNMENT - Neither this Agreement nor any Program Agreement may be

assigned by either party without the prior written approval of the non-assigning party.

EIGHTH: PERFORMANCE - A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

NINTH: TERM - This Agreement shall be effective for an initial period of three (3) years commencing as of the Effective date. After such initial period, this Agreement, unless earlier terminated shall automatically renew for successive one-year terms. Either party may terminate this Agreement by giving the other party one hundred eighty (180) days prior written notice of its intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all Trainees participating in a Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last. Termination of this Agreement terminates all program Agreements in effect at the time of such termination.

TENTH: CAPTIONS - The captions are solely for the convenience of the parties and shall not be used in the construction of this Agreement.

ELEVENTH: APPLICABLE LAW - The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the Commonwealth of Puerto Rico.

TWELFTH: INDEMNIFICATION - To the extent authorized under the Constitution and law of the Commonwealth of Puerto Rico, UPR-SOM shall hold Oficina para el Desarrollo Infantil harmless from any and all claims, demands, damages, liabilities and costs which result from any negligent act or omission of UPR-SOM, its agents, or employees, pertaining to its

activities and obligations under this Agreement. Oficina para el Desarrollo Infantil shall indemnify and hold UPR-SOM, their officers, agents and employees harmless from any and all claims, demands, damages, liabilities and costs which result from any negligent act or omission of Oficina para el Desarrollo Infantil, its agents, employees, or trainees pertaining to its activities and obligations under this Agreement.

A. The UPR-SOM will indemnify and hold harmless Oficina para el Desarrollo Infantil for damages or injuries to patients or other persons not a party to this contract, caused by acts or omissions of students or faculty members of the second party participating in the clinical education and training program.

B. The UPR-SOM will produce evidence of the General Liability insurance policy naming Oficina para el Desarrollo Infantil as additional insured. This General Liability policy will provide coverage compatible with specified coverage in Oficina para el Desarrollo Infantil's Faculty By-laws, against all claims arising from the enrollment and participation of the University's students, residents, and fellows in the training and teaching programs at Oficina para el Desarrollo Infantil. Said insurance policy will be in full force and effect for all the period covered by this contract. The University shall renew this policy and provide evidence of said renewal, as needed, in order to maintain continued coverage to Oficina para el Desarrollo Infantil for the entire term of this contract.

THIRTEENTH: CONFIDENTIALITY: The University of Puerto Rico recognizes that, under the execution of this affiliation agreement, it might have access and share some of the protected patient private information from Oficina para el Desarrollo Infantil. The University of Puerto Rico hereunder certifies that it is acquainted of the extent, obligations and

responsibilities established by the federal and local legislations to protect the confidentiality, integrity and availability of the private patient health information. In particular, The University of Puerto Rico attests that it is knowledgeable of the responsibilities imposed by the Federal Law 104-191 from 1996 known as the Health Insurance Portability and Accountability Act (HIPAA) in the contents of the Privacy Guide.

The University of Puerto Rico in the execution of the authorized activities described in this affiliation agreement, is bound at all times to comply with the legislation and applicable regulations related to the protected patient information. The University of Puerto Rico promises to abide all the rules and regulations established by Oficina para el Desarrollo Infantil, directed to comply with this legislation. The University of Puerto Rico certifies, that before using protected patient information in research protocols, approval from The Institutional Review Board will be requested and from The Privacy Committee of The University of Puerto Rico, as required by the Common Rule and HIPAA Law. The University of Puerto Rico compromises to maintain appropriate security measures to prevent unduly use or divulge of protected patient information and to notify Oficina para el Desarrollo Infantil on the unauthorized use. The University of Puerto Rico shall impose the above stated requirements to any third party participant, contractor or subcontractor, whom might legally have access to this information.

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The unauthorized use or divulge of protected patient information, which would go against legislation and regulations of the University of Puerto Rico; by its medical students, residents, fellows, clinical and non-clinical faculty, employees, officials, representative agents or any business associate; shall constitute a violation to this agreement and may expose the University

of Puerto Rico to legal actions imposed by the applicable legislation. The University of Puerto Rico shall indemnify and protect against damage **Oficina para el Desarrollo Infantil** from legal or extralegal actions caused by claims from damages, expenses or fines arise or imposed by the local or federal agencies as a result of violations to the applicable legislation. The University of Puerto Rico promises to allow the Federal Department of Health to examine the internal practices, books and records related to the use and management of the protected information received from the covered entity.

FOURTEENTH: REPRESENTATIVE'S AUTHORITY TO CONTRACT - By signing this Agreement the representative of **Oficina para el Desarrollo Infantil**, thereby represents that such person is duly authorized by the **Oficina para el Desarrollo Infantil** to execute this Agreement on behalf of **Oficina para el Desarrollo Infantil**, and **Oficina para el Desarrollo Infantil** agrees to be bound by the provisions thereof.-----

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Executed by an authorized representative of UPR-SOM and Oficina para el Desarrollo Infantil on the day and year first written above, in duplicate copies, each of which shall be deemed an original.

Date _____

Date: _____

FIRST PARTY

SECOND PARTY

EVELYN LAFONTAIN, MD
DIRECTOR

RAFAEL RODRIGUEZ, MD
ACTING CHANCELLOR
MEDICAL SCIENCES CAMPUS
UNIVERSITY OF PUERTO RICO

RECOMMENDED:

WALTER R. FRONTERA, MD, PHD
DEAN
SCHOOL OF MEDICINE
UNIVERSITY OF PUERTO RICO

YOLANDA GOMEZ, MD
ASSOCIATE DEAN FOR
CLINICAL AFFAIRS AND GME

*Edna
G/Red
AAD*