HANDBOOK ON THE UPCM RETURN SERVICE OBLIGATION PROGRAM AND THE REGIONALIZATION PROGRAM

For Students starting Learning Unit 1 (Direct Entrants) or Learning Unit 3 (Lateral Entrants) during Academic Year 2017-2018
This handbook is the ANNEX to the Return Service Agreement (RSA) Contract and Acceptance to Serve and Assumption of Liability (ASAL) Agreement which includes:

**Part I**  > Vision Mission of the UPCM  
  > Historical Background and Rationale of the Return Service Obligation Program and the Regionalization Program.

**Part II** > Implementing Rules & Regulations (IRR)

**Part III** > The UPCM Return Service Obligation Contract - Return Service Agreement (RSA)

**Part IV** > The UPCM Regionalization Program Contract - Acceptance to Serve and Assumption Liability (ASAL)

**Part V** > Surety Agreement For UPCM Return Service Agreement

**Part VI** > Surety Agreement For UPCM Regionalization Program ASAL
I certify that I have read and understood the policies and the Implementing Rules and Regulations (IRR) governing the Return Service Agreement (RSA) / ASAL Agreement and for this purpose, hereby manifest my acceptance and/or faithful adherence thereto.

Signature over printed name:

____________________________________  ____________________________________
Applicant  Guardian (S)

Date: ______________________

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Mission of the UPCM

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PART 1
VISION AND MISSION OF THE U.P. MANILA COLLEGE OF MEDICINE

VISION
A community of scholars; highly competent in the field of medicine with a heightened social consciousness; imbued with moral, ethical and spiritual vigor; dedicated to a life of learning; committed to the development of Philippine society; inspired by love, compassion and respect for the dignity of human life; and anchored on the principles of Truth, Freedom, Justice, Love of country and the Democratic way of life.

MISSION
Guided by moral, ethical and spiritual values; we commit ourselves to excellence and leadership in community-oriented medical education, research and service; using the Primary Health Care Approach; intended especially for the underserved.

REGION IX
DR. ALEX L. CERILLO
Zamboanga City Medical Center
Zamboanga City
Tel No: 991-9815/(062) 926-2467
CP No: 0918-9457309

REGION X
DR. ALLAN B. MELICOR
Alwana Village, Cugman
Cagayan De Oro City
Tel No: (088) 855-4600/(088) 880-6295
CP No: 0917-7150701

DR. RUSTAN A. HAUTEA
Cagayan De Oro Medical Center
Tiano-Nacalaban Sts.
Cagayan De Oro City
Tel No: 857-3059
CP No: 0917-7924780
e-mail: rhautea@yahoo.com

REGION XI
DR. CELIA C. CASTILLO
Davao Doctor’s Hospital
Davao City
Tel No: (082) 211-2101-09
Res. No: (082) 297-2490
CP No: 0922-8981803

REGION XII
DR. HELEN DE PERALTA-YAMBAO
(Lanao and nearby provinces, Cotabato)
Cotabato Regional Hospital
Cotabato City
Tel No: (064) 421-7631
(064) 421-1452
(064) 421-2192
CP No: 0917-6548188

DR. ANGIE HASSANNOR
(General Santos City, Saranggani Province)
CP No: 0922-8471914
HISTORICAL BACKGROUND OF THE UPCM RETURN SERVICE OBLIGATION

The Philippine Medical School, now known as the University of the Philippines Manila-College of Medicine (UPCM), was established on December 1, 1905 (Commonwealth Act No. 1415) to address the critical lack of physicians during that time. The only other existing school then was the University of Santo Tomas.

In 1915, there was an increase in demand for UPCM graduates due to the expansion of government health services, but there were few takers. The government thus required all entrants to the College during that year to sign a contract committing themselves to at least two years of government service after graduation. In exchange, the students received a waiver of tuition fees for the whole five years of medical school. This contract was practically forgotten after resolution of the problem by 1920 (Cordero, 2007).

At present, the UPCM is recognized as the premier medical school in the country, and has graduated 8,241 physicians since 1909 (Leopando, 2005). The College is state funded, which means that 90% of its funds come from the National Government (Leopando, 2005). In 2007, the UPCM was allocated 3.2% for the total budget allotment for the University of the Philippines System (UPM Budget Office, 2007).

In 2004, the cost of medical education in the UPCM was estimated to be Php 186,508.75 (including internship) for each student. Given this arrangement, the Filipino people (taxpayers) should be considered as a valued stakeholder group in reaping the benefits from educating the UPCM graduates.

In 1985 the UPCM implemented the Regionalization Program which sought to address the inequitable distribution of physicians in the country.

The mission of the UPCM, reformulated in 1992, is to commit its graduates to excellence and leadership in community-oriented medical education, research and service, using the Primary Health Care Approach, intended especially for the underserved. The College envisions itself as a community of scholars, highly competent in the field of medicine, with a heightened social consciousness, committed to the development of Philippine society. The general public and the policy makers in government have high expectations that the College deliver on its mission and vision statement: return of their investment therefore, becomes a critical issue, particularly when confronted with the alarming inequities of the Philippine health care system.
RATIONALE FOR THE RETURN SERVICE OBLIGATION

The Philippines has been a major source of health professionals to many countries and is acknowledged as a major exporter of nurses and physicians, only second to India (Aiken, 2004; Bach, 2003). Fluency in English and renowned skills in demonstrating compassion, humanness and patience in caring, are the reasons why Filipino nurses and doctors continue to be in great demand globally the past four decades (Galvez Tan et al., 2004). During the mid-seventies, 68% of Filipino doctors were working outside the Philippines (Mejia, 1979). If this trend persists, the Department of Health revealed that the country would have a deficit of 7,401 doctors by 2030 (DOH, 2007).

Health human resource development (HHRD) includes the triad of human resources for health planning, production and management. In this context, the HHRD incorporates functions pertaining to a range of activities, from recruitment, deployment, utilization and retention of health personnel. This highlights the importance of ensuring an adequate national supply of health care providers and retaining them in the service of the country (Rebulllida and Lorenzo, 2002).

Since the 1990’s, concerns regarding the lack of human resources for health have been increasingly recognized. The lack of a unifying and comprehensive national plan embracing all health professionals that will look into the needs of human resources for health poses a major obstacle in human resource management and development.
In 2004, activities towards developing a master plan alleviating this problem gained headway. A thorough analysis revealed the following: (1) data on human resources for health are either incomplete or non-existent; these include data from the private sector, human resources distribution, data on domestic and international employment and other relevant aspects of human resources for health; (2) private practitioners tend to concentrate in urban sites, while an increasing number of them were leaving the country for more lucrative opportunities overseas; lastly, (3) evaluation of the curriculum of health science professionals revealed that the learning curricula were more content-based than problem or situation based and that there was a bias towards western educational and health systems. This results into a mismatch between training and actual practice.

On the other hand, state schools, like the UPCM have critical roles to play in health human resource development. Their primordial role is to produce an adequate number of doctors who will meet the critical objective of providing quality care to those who have the least means and opportunities for attaining optimum health. Another important role of the College is to provide the right type of doctors who will passionately be committed to serving the evolving needs of the Philippine health care system.

It is in this context that the UPCM is seriously taking the challenge of developing sound policy instruments in relation to formulating and implementing a return service obligation of its graduates.
HISTORICAL BACKGROUND AND RATIONALE OF THE UPCM REGIONALIZATION PROGRAM

In the past, the majority of student graduates of the UPCM come from the National Capital Region (NCR) resulting in the inequitable distribution of medical graduates in the various regions of the country. The Admissions Committee of the College of Medicine in 1979 under Dean Gloria Aragon, addressed this inequity by proposing the creation of a Regionalization Program. In 1984, under Dean Alberto Romualdez, this program was approved by the University System as a category for admission to the UPCM, and was finally implemented the following academic year 1985-1986.

Initially, only five regions were included in the program but eventually, this was expanded to include every region of the country, including ARMM, CAR, and the CARAGA. Even in its inception, there was already a recommendation to formulate a contract with recipients of the program stipulating that the graduates serve their regions for an equal number of years of their medical education. Inability to do so mandates that the graduates reimburse the College the amount spent for their medical education.

A social contract to serve the country was eventually formulated which was accepted and signed by the students and the Chair of the Regionalization Program Committee. In 2005, this was changed into a legal contract which mandates that students should serve his/her region for an equal number of years of his/her medical education. The Acceptance to Serve and Assumption of Liability (ASAL) was implemented at the start of academic year 2005-2006. Members of the Regionalization Program of the Graduating Class of 2010 were the first UPCM graduates under the ASAL agreement.

GLOSSARY

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>ASAL</td>
<td>Acceptance to Serve &amp; Assumption of Liability</td>
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<tr>
<td>CM</td>
<td>College of Medicine</td>
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<tr>
<td>CLO</td>
<td>Community Liaison Officer</td>
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<tr>
<td>CPO</td>
<td>Coordinating and Placement Office</td>
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<tr>
<td>DOH</td>
<td>Department of Health</td>
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<tr>
<td>HHRD</td>
<td>Human Health Resource Development</td>
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<td>IRR</td>
<td>Implementing Rules and Regulations</td>
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<td>IP</td>
<td>Indigenous People</td>
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<td>LGU</td>
<td>Local Government Unit</td>
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<td>MRR</td>
<td>Maximum Residency Rule</td>
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<td>NMAT</td>
<td>National Medical Admission Test</td>
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<td>PGIM</td>
<td>Postgraduate Institute of Medicine</td>
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<td>PRC</td>
<td>Professional Regulatory Commission</td>
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<td>RP</td>
<td>Regionalization Program</td>
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<td>RPC</td>
<td>Regionalization Program Committee</td>
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<td>RPAO</td>
<td>Regionalization Program Alumni Organization</td>
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<td>RPAA</td>
<td>Regionalization Program Alumni Association</td>
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<td>RSA</td>
<td>Return Service Agreement (NOTE: This is the Contract)</td>
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<td>RSOP</td>
<td>Return Service Obligation Program</td>
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<td>RSO</td>
<td>Regionalization Students Organization</td>
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<td>UP</td>
<td>University of the Philippines</td>
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<td>UPM</td>
<td>University of the Philippines Manila</td>
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<td>UPCM</td>
<td>University of the Philippines Manila College of Medicine</td>
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<td>UPMAS</td>
<td>University of the Philippines Medical Alumni Society</td>
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<tr>
<td>UPMASA</td>
<td>University of the Philippines Medical Alumni Society in America</td>
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<tr>
<td>BROWN TOR</td>
<td>Given to those who already have clearance. It is given either to a graduate or for those who have transferred.</td>
</tr>
<tr>
<td>WHITE TOR</td>
<td>Used for reference.</td>
</tr>
</tbody>
</table>
The liability of the Surety under this Agreement shall be solidary, direct and im-
mediate and not contingent upon the enforcement by UPCM of whatever remedies it may
have against the Principal, and the Surety shall at anytime on demand, pay to the UPCM
whatever amount is owing from the Principal to the UPCM to the extent stated above.

This instrument is intended to be a complete and free indemnity to UPCM for any
indebtedness or liability of the Principal arising from the ASAL Agreement. It shall be
valid and binding without further notice to the Surety, until the Principal has complied with
all his/her obligations under the said ASAL Agreement.

IN WITNESS WHEREOF, the Surety has caused its authorized representative to set his/
her hand this ___ day of ________, 200__, in ___________________.

_________________________
SURETY

_________________________
SPouse (if married)

Signed in the presence of:

Signature over printed name

Signature over printed name

ACKNOWLEDGEMENT

Republic of the Philippines)
___________ Metro Manila) s.s.

BEFORE ME, this _____ day of ______ in _______ personally
appeared:

Name | Govt. Issued ID | Issuance Details
-----------------|-----------------|-----------------
________________ | ________________ | ________________

known to me and to me known to be the same persons who executed the foregoing instru-
ment and they acknowledged to me that the same is their free and voluntary act and deed as
well as that of the corporation herein represented.

This instrument refers to as Suretyship Agreement for UPCM Regionalization
Program consists of two (2) pages, including the page whereon the acknowledgement is
written.

WITNESS MY HAND SEAL on the date and at the place first written above.

THE SCHEME

“Regionalization” is a term that refers to a scheme by which candidates from all
regions of the country in need of doctors would be accepted to the UPCM. These
candidates should eventually acquire the necessary experience to be future
leaders, experts and educators in medical and health care, upon return to their
respective regions.

Candidates for admission to the UPCM must signify their intention to be
considered for the Regionalization Program upon submission of their application
form. The candidates will then be oriented on the essence, goals and
requirements of the program,

Before acceptance into the program, the applicant is required to sign a legally
binding contract, signifying acceptance to the agreement to serve their region of
origin after graduation, with his/her parent(s)/guardian(s) as co-signatories.
SURETY AGREEMENT
FOR UPCM ASAL AGREEMENT

This Agreement executed at __________________________ (place), on __________________________ (date) by __________________________ (name of surety), Filipino, of legal age, single/married to __________________________, with residence and postal address at __________________________, hereinafter referred to as “Surety”, in favor of the University of the Philippines Manila College of Medicine, with principal office at Pedro Gil St., Ermita, Manila, hereinafter referred to as “UPCM”;

WHEREAS, __________________________ (name of student) (hereinafter referred to as “Principal”) a student of the UPCM Regionalization Program, executed the attached Acceptance to Serve and Assumption of Liability Agreement (“ASAL Agreement”) with UPCM on _______________ (date of ASAL) to which this Surety Agreement is attached to as Annex “B”

WHEREAS, UPCM requires that the due and faithful performance of the provisions of the said ASAL Agreement be underwritten by a Surety;

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned Surety, jointly and severally with the Principal, hereby guarantee and warrant to UPCM that the Principal shall comply with and perform all the stipulations contained in the ASAL Agreement, and that if for any reason the Principal fails to comply therewith, the Surety binds himself jointly and severally with the Principal:

To reimburse the UPCM twice the full of such amount/s as may have been defrayed for the Principal’s tuition, government subsidy and scholarship, and all other expenses incurred by the UPCM, with interest at the prevailing legal rate at the time of the breach of the aforesaid ASAL Agreement.
SURETY AGREEMENT FOR UPCM
RETURN SERVICE AGREEMENT

This Agreement executed at _______ on ______, by ______, a Filipino of legal age, single/married to ______, with residence and postal address at the ______, hereinafter referred to as “Surety”, in favor of the University of the Philippines Manila College of Medicine, with principal office at Pedro Gil St., Ermita, Manila, herein after referred to as “UPCM”;

WHEREAS, ______, a student of the UPCM, has executed the attached Return Service Agreement (“RSA”) with UPCM on ______, to which this Surety Agreement is attached as ANNEX “B”;

WHEREAS, UPCM requires that the due and faithful performance of the provisions of the said RSA be underwritten by a Surety;

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned Surety, jointly and severally with the Principal, hereby guarantee and warrant to UPCM that the Principal shall comply with and perform all the stipulations contained in the RSA, and that if for any reason the Principal fails to comply therewith, the Surety binds himself jointly and severally with the Principal:

“...To reimburse the UPCM twice in full of such amount/s as may have defrayed for the Principal’s tuition, government subsidy and scholarship, and all other expenses incurred by the UPCM, with interest at the prevailing legal rate at the time of the breach of the aforesaid RSA”.

The liability of the Surety under this Agreement shall be solidary, direct and immediate and not contingent upon the enforcement by UPCM of whatever remedies it may have against the Principal, and the Surety shall at anytime on demand, pay to the UPCM whatever amount is owing from the Principal to the UPCM to the extent stated above.

This instrument is intended to be a complete and free indemnity to UPCM for any indebtedness or liability of the Principal arising from the RSA. It shall be valid and binding without further notice to the Surety, until the Principal has complied with all his/her obligations under the said RSA.

IN WITNESS WHEREOF, the Surety has caused its authorized representative to set his/her hand this ______ day of ______, 200_, in ____________.

_______________________
SURETY

_______________________
SPOUSE

Signed in the presence of: _________________________ _________________________
Signature over printed name of witness Signature over printed name of witness

Address of the witness: _________________________ _________________________

ACKNOWLEDGEMENT

RULE I

ADMISSION REQUIREMENTS

Section 1: All applicants for admission to the UPCM from all the entrance categories have three (3) absolute admission requirements:

a. General weighted average grade of 2.5 or better
b. NMAT score of 90th percentile or better
c. Signed Contract and Surety Agreement

Section 2: Parent(s) / guardian(s) are co-signatories on all contracts with the University of the Philippines Manila as the last step to complete the applications to the UPCM.

Section 3: All candidates for admission to the UPCM who signified their intention to be considered for the Regionalization Program (RP) as written on their Application Form and who, upon application, have been oriented with regard to the essence, goals, and requirements of the RP, are required to sign a legally binding contract. The ASAL (Acceptance to Serve and Assumption of Liability) Agreement binds the student to render service in her/his region or in an identified underserved locality in the Philippines, after graduation. Parent(s)/guardian(s) are made co-signatories to the ASAL. Said candidates are considered RP applicants even if they also signified their additional intention of being considered in the other entrance categories.

Section 4: To be considered for and later included in the Regionalization Program, the applicant shall:

a. Tick the RP box in the application form, regardless of their having signified any additional intention to be considered in the other entrance categories;

b. Sign the ASAL and Suretyship Agreement forms that are later notarized, prior to official admission to the University;

c. The student shall thereafter execute/sign the ASAL Agreement as a prerequisite for his/her inclusion in the official class list for the semester. Official admission to the University occurs at the time of issuance of the class list for each semester.

Section 5. WHO MAY APPLY TO THE REGIONALIZATION PROGRAM (RP)

1. He/She must fulfill the minimum requirements for admission to the College of Medicine.
2. He/She must show proof of residency in the community by submitting the following:
   a) ITR of parents
   b) Barangay Certification,
   c) Certification of Membership to the Indigenous People (if applicable)
3. He/She must speak the dialect of his/her region.
4. He/She is preferably a graduate of an elementary, high school and/or college in his/her region (Form 137 as proof, preferred but NOT required).
5. He/She preferably has participated in projects in her/his community of origin certified by representatives of the organizations involved (preferred but not required).
6. She/He must be willing to sign a binding contract upon application, signifying that she/he is willing to serve in his/her community after graduation. The candidate's parent(s)/guardian(s) must be co-signatories in the contract.

Once a candidate has signified his/her intention to be considered under the UPCM-RP and is accepted to the College of Medicine, he/she will have to fulfill all the responsibilities and obligations for all of the recipients of the Regionalization Program.

Section 6. APPLICATION PROCEDURE TO THE REGIONALIZATION PROGRAM

1. Secure Forms from the Admissions Office of the UPCM upon payment of application fees:
   a. Regionalization Program (RP) application form (this will be given to the applicant together with the Regular application Form)
   b. Directory of the Community Liaison Officer (CLO) of the applicant’s region.

2. Contact the regional CLO for your interview appointment. Submit Application Form together with the complete requirements to the UPCM Admissions Office & to the CLO.
2. In addition, the Student shall be held liable for breach of contract jointly and severally with his/her parents or guardians, and guarantor/surety as provided for in the Suretyship Agreement hereto attached as Annex “B”, and reimburse to UPCM a payback equivalent to double the cost of medical education up to the year level completed or currently in.

Article III. Free and Hold Harmless Clause

Any loss and/or damage caused by the Student to any person as a result of his/her performance of health care services as required under this ASAL Agreement shall be the sole and exclusive liability and responsibility of the student. In this connection, the Student holds UPCM free and harmless from all claims, liabilities, proceedings, damages, costs, charges and expenses whatsoever arising out of or as a result of such loss and/or damage.

Article IV. Alternative Dispute Resolution

In case of a dispute between the Parties, arising from the breach by the Student of his/her obligations under this ASAL Agreement, they hereby agree to freely and voluntarily submit themselves to the necessary consultation and negotiation for purposes of amicably settling their dispute through the Appeals Committee. Should the Parties fail to reach an amicable settlement, any dispute or controversy arising from this Agreement shall be submitted to arbitration, in accordance with law (RA 9285). Finally, the Parties agree that should their dispute reach the courts of law, the competent courts of Manila shall have exclusive jurisdiction over the same.

3. Submit all the application requirements to the:

3.1. Community Liaison Officer (Please see the list of Community Liaison Officers in Pages 31-34)
   a. RP Application Form
   b. NSO Birth Certificate
   c. RP Form # 3 (to be provided by the Admissions Office)
   d. True copies of Income Tax Return (ITR) of parents for the last three (3) years
   e. Voter’s/Comelec ID of parent(s) and applicant
   f. Letter of Intention addressed to the RPC Chair to be considered under the Regionalization Program and to serve the region (specific province) or underserved regions of the Philippines after graduation from medical school.

3.2. Admissions Office of UPM-CM
   a. Photocopies of all requirements submitted to CLO
   b. Regular Application Form
   c. Transcript of Records
   d. NMAT Result
   e. 4 copies 2 x 2 pictures
   f. 3 copies of Acceptance to Serve and Assumption of Liability (ASAL) & Suretyship Agreements
   g. For Members of Indigenous People Group (IP):
      A certification obtained from the National Commission on Indigenous People
   h. Certificate of participation in community projects from representative of local organization (if any)
   i. Reply Slip (page 35 of this primer)
4. Be interviewed and evaluated by the members of the Regionalization Program Committee (RPC) and the UPCM Admissions Committee. An applicant must have been interviewed by the CLO of his/her region prior to the interview with the members of the RP Committee.

5. Await notification from the Admissions Office of the College for the list of accepted candidates.

Section 7. MD-PhD scholars will be covered by a separate Implementing Rules and Regulations (IRR)

NOW, THEREFORE, in consideration of the foregoing premises, the Parties agree as follows:

Article I. Obligations of the Student

The Student, having been accepted into the Regionalization Program (the “Program”) of the UPCM and covered by/under the ASAL Agreement shall:

1. Faithfully adhere to the Vision-Mission of the UPCM specifically the ideals and requirements of the Program;

2. Abide by the prescribed course or instruction unless sooner separated or dismissed by competent authority for failure to cope with the academic and/or disciplinary standards, rules and regulations;

3. Obtain a Philippine Medical License within 2 years from the date of UPCM graduation

4. Render health care services in her/his region (specific province) or other underserved regions of the Philippines, immediately after graduation, for a minimum of five (5) years within ten (10) years of graduation.

5. Submit on or before June 30 and December 31 of every year until completion of the Return Service Obligation, beginning the year he/she graduated from UPCM, a report of her/his health care activities and services for that year, specifying the following minimum required information:
   a. Exact location and address where he/she is currently working
   b. Complete name of the institution where he/she is working
   c. The area or areas served
   d. Brief description of the service work being performed
   e. Good practices encountered including insights & analysis
   f. Problems and challenges encountered including proposed strategies to address these concerns
   g. Service goals and plans for the next 6 months

Article II. Penalty for Breach

1. The student acknowledges and agrees that before the completion of his/her obligations under Article I of this Agreement and such other obligations as may from time to time be imposed by concerned University officials in the implementation of said Agreement, his/her transcripts of grades and/or diploma shall bear the statement “Subject to compliance with the Return Service agreement. Valid for employment within the Philippines only”.
PART IV

ACCEPTANCE TO SERVE AND ASSUMPTION OF LIABILITY (ASAL) AGREEMENT

This Acceptance to Serve and Assumption of Liability Agreement ("ASAL Agreement") made and executed this ______ day of __________________ in __________________, Philippines by and between:

(name of student), Filipino, of legal age ____________, single/married to ___________________________, with residence and postal address at ________________, hereinafter referred to as "Student";

- and -
University of the Philippines Manila College of Medicine, with principal office at Pedro Gil St., Ermita, Manila, herein represented by its Chancellor, ________________________, hereinafter referred to as "UPCM";

WITNESSETH:

WHEREAS, the Regionalization Program of the UPCM hereinafter referred to as (the "Program") strives to ensure excellence and leadership in community-oriented medical education, research and service, using the primary health care approach, intended especially for the underserved;

WHEREAS, the Student has applied to the Program and is aware of the requirements of the said program, and for this purpose, the Handbook on the UPCM Return Service Obligation and the Regionalization Program is hereto attached as Annex "A" the same to form an integral part hereof;

WHEREAS, the ASAL agreement becomes effective only upon acceptance of the student to the College of Medicine;

WHEREAS, in consideration of his/her admission to the Program and his/her being covered/under the abovementioned Agreement and considering his/her availment of state subsidy for his/her tuition fees, the student is required by UPCM to render health care services in his/her region (specific province) or other underserved regions of the Philippines, immediately after his/her graduation;

RULE II

OBLIGATIONS OF UPCM MEDICAL STUDENTS

Section 1: The UPCM student, while being guided by the Vision-Mission of the institution, shall fulfill the following obligations prior to graduation:

a. Participate in all curricular activities from Learning Unit 1 to 7 or from Learning Unit 3 to 7.

b. Participate in all Career-Guidance activities under the Mentoring Program.

c. Participate in all other activities that are required for graduation from the UPCM.

Section 2: The UPCM student is also strongly encouraged to engage in extracurricular activities that aim to prepare him/her for return service work such as community-university partnership programs, community immersion programs, student conferences (examples: National Medical Students’ Conference, Medical Students’ Summit, Philippine Conference on Community Health) and other relevant volunteer activities with various government institutions, non-government institutions, faith-based organizations & community-based organizations.

Section 3: In addition, the UPCM RP Student shall fulfill the following additional obligations prior to graduation:

a. Participate in all RP activities.

b. Participate in the RP Short Term Summer Immersion activities.

Section 4: Furthermore, the UPCM RP Student shall fulfill the following obligations:

a. Obtain a Certification of Satisfactory Completion of the Regionalization Program from the Chair of the RP Committee.

b. Submit to an Exit Interview with the members of the UPCM RP Committee.

Section 5: Failure of the UPCM RP Student to obtain a Certificate of Satisfactory Completion of the Regionalization Program and to submit to as stated in Rule II Section 4 are not considered as grounds for disqualification from graduation but shall be considered a breach of the ASAL Agreement subject to the prescribed penalties stated in the Agreement.
RULE III

OBLIGATIONS OF UPCM GRADUATES

Section 1: The UPCM graduate shall obtain a Philippine Medical License within 2 years from the date of her/his UPCM graduation.

Section 2: The UPCM graduate except those under the Regionalization Program shall complete her/his 3 years of return service obligation work within 5 years from the date of her/his UPCM graduation.

Section 3: The UPCM graduate except those under the Regionalization Program shall practice in any part of the Philippines, in any of the following 6 fields for as long as it is in her/his capacity as a physician.

a. Public Health or Community Medicine — such as, but not limited to the following: Municipal/City/Provincial/Regional Health Officer work, Doctors to the Barrio, DOH work, working with NGO’s or working with faith-based organizations in the field of public health community medicine.

b. Primary Care — such as, but not limited to the following: in-house physician work, working as a staff physician in a government or private clinic.

c. Research — must be in the field of Health or Medicine.

d. Academe (Teaching) - must be in the field of Health or Medicine.

e. Clinical Residency — must be in an accredited government or private hospital program.

f. 3rd Post-High School Masters or Doctoral Degree Program — must be from a Philippine-based institution provided that the UPCM graduate goes through the thesis option. The aforementioned thesis must be approved by the UPCM to ensure that it will assist in strengthening & developing the Philippine health care system. It will be given credit only for the length of the program’s minimum full-time residency time frame.

IN WITNESS WHEREOF, the Parties hereto hereby sign this Return Service Agreement together with the parent(s)/ guardian(s) of the Student, this _______ day of ____________ at ______________, Philippines.

__________________________
CARMENCITA D. PADILLA, MD, MAHPS
Name and Signature of Student
Chancellor, UP Manila

__________________________
__________________________
Name and Signature of Mother Name and Signature of Father

Signed in the presence of:

__________________________
AGNES D. MEJIA, MD
Signature over printed name of witness
Dean, UPCM

Address of the Witness:

ACKNOWLEDGMENT

Republic of the Philippines)
__________, Metro Manila) s. s.

BEFORE ME, this ___ day of ____________, in ____________, personally appeared:

Name

GHD No.

Date/Place Issued

__________________________

__________________________

__________________________

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the institution represented.

This instrument refers to an Return Service Agreement that consists of three (3) pages, including the page whereon the acknowledgment is written.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place above-written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 201__.
2. In addition, the Student shall be held liable for breach of contract jointly and severally with her/his parents or guardians and guarantor/surety, as provided for in the Suretyship Agreement hereto attached as “Annex B” and reimburse to UPCM a payback equivalent to double the cost of medical education up to the year level completed or currently in.

Article III: Free and Hold Harmless Clause

Any loss and / or damage caused by the Student to any person as a result of or in connection with her/his performance of health care services as required under this Return Service Agreement shall be the sole and exclusive liability and responsibility of the Student. In this connection, the Student holds UPCM free and harmless from all claims, liabilities, proceedings, damages, costs, charges and expenses whatsoever arising out of or as a result of such loss and/or damage.

Article IV: Alternative Dispute Resolution

In case of a dispute between the Parties arising from the breach by the Student of her/his obligations under this Return Service Agreement, they hereby agree to freely and voluntarily submit themselves to the necessary consultation and negotiation process for purposes of amicably settling their dispute through the Appeals Committee. Should the Parties fail to reach an amicable settlement, any dispute or controversy arising from this Agreement shall be submitted for arbitration, in accordance with law (RA 9285). Finally, the Parties agree that should their dispute reach the courts of law, the competent courts of Manila shall have exclusive jurisdiction over the same.

Section 4: The UPCM Regionalization Program graduate shall practice full time in any capacity as stated in Section 3—a, b, d and e above in her/his region or in an underserved community as certified by the DOH, for a minimum of five (5) years within a ten-year (10) period; The RP graduate can pursue a residency or post-graduate training after graduation

Provided, that
1. The training be undertaken in her/his region or in an underserved area in the country. If residency or Postgraduate training is done in Metro Manila or the National Capital Region (NCR), the period spent for such training shall not be counted as part of the return service.
2. The RP graduate must first render service to the Philippines, before taking any residency or post-graduate training in countries outside the Philippines.
3. The eligible postgraduate training shall not include other undergraduate degrees such as nursing. The pursuit of a master degree programs is not considered as return service.

Section 5: The UPCM MD-PhD graduate shall render eight (8) years of return service work as stipulated within her/his contract with the Department of Science and Technology. However, 3 of those 8 years of return service work must be in the options stipulated in Rule 3, Section 3 in order for the graduates to fulfill her/his return service obligation with the UPCM.

Section 6: The UPCM graduate who is under another return service program shall be required to adhere to the UPCM RSOP Obligations stated in this IRR in full. The graduate is required to discuss the details of the other program with the UPCM in order to determine the options that will enable her/him to satisfactorily fulfill all obligations.

Section 5: The UPCM medical graduate shall submit to the Return Service Obligation Program Committee every December and June a report of her/his return service work activities. This will start from the December after graduation and will be up to the completion of his or her return service obligation. The graduate is required to specify the following minimum required information:

a. Exact location and address where he/she is currently working
b. Complete name of the institution where he/she is working
c. The area or areas served
d. Brief description of the service work being performed
e. Good practices encountered including insights & analysis
f. Problems and challenges encountered including proposed strategies to address these concerns
g. Service goals and plans for the next 6 months
RULE IV

COORDINATING, MONITORING, EVALUATION
AND PLACEMENT

The Return Service Obligation Program (RSOP) Committee will assist in the placement of the UPCM graduates.

The RSOP Committee will monitor the return service obligation work of the UPCM graduates, collate the yearly written reports of the graduates and validate these reports.

The RSOP Committee will also ensure incorporation of updates, enhancements or additional recommendations from various institutions, sectors and stakeholder as well as lessons from local and international examples into the RETURN SERVICE AGREEMENT.

RULE V

PRE-TERMINATION AND PENALTIES

Section 1: Pre-termination from this agreement due to any reason shall entail a payback equivalent to double the cost of medical education up to the year level completed or currently in.

Section 2: Should the student who pre-terminated have concerns about the payback, the issues will be settled in the Appeals Committee.

* The amendments in Rule V - Pretermination and Penalties, Sections 1 & 2 as approved by the BOR on its 1314th meeting on January 29, 2016 shall apply retroactively EXCEPT on decided cases.

Section 3: Pretermination from this by a student under the MD-PhD program or a student under any other return service program shall entail a payback TO BOTH the UPCM which will be equivalent to double the cost of medical education up to the year level completed or currently in, and to the other institution such as the DOST (for MD-PhD students) or the DOH (for the Pinoy MD program) which will be equivalent to whatever amount is stipulated in her/his contract with the aforementioned institution.

NOW, THEREFORE, the foregoing premises considered, the Parties hereto hereby agree as follows:

Article I: Obligations of the Student

The Student, having been accepted to the UPCM and covered by/under the RSO Policy, shall:

1. Faithfully adhere to the Vision - Mission of the UPCM, specifically the ideals and requirements of the Program;
2. Abide by the prescribed course of instruction.
3. Obtain a Philippine Medical License within 2 years from the date of his/her UPCM graduation
4. Render health care services in the Philippines for a minimum of three (3) years within five (5) years from graduation.
5. Submit on or before June 30 and December 31 of every year until completion of the Return Service Obligation, beginning the year he/she graduated from UPCM, a report of her/his health care activities and services for the preceding 6 months, specifying the following minimum required information:
   a. Exact location and address where he/she is currently working
   b. Complete name of the institution where he/she is working
   c. The area or areas served
   d. Brief description of the service work being performed
   e. Good practices encountered including insights & analysis
   f. Problems and challenges encountered including proposed strategies to address these concerns
   g. Service goals and plans for the next 6 months

Article II: Penalty for Breach of Obligation

1. The Student acknowledges and agrees that before the completion of his/her obligations under Article 1 of this Agreement and such other obligations as may from time to time be imposed by concerned University officials in the implementation of said Agreement, her/his transcripts of grades and/or diploma shall bear the statement “Subject to compliance to the Return Service Agreement. Valid for employment within the Philippines only.”
PART III

RETURN SERVICE AGREEMENT (RSA)

This Return Service Agreement made and executed this ____ day of _______________ in ______________, Philippines by and between:

(name of student) __________, Filipino, of legal age, single / married to _____________________, with residence and postal address at _______________________________ hereinafter referred to as “Student”;

- and -

University of the Philippines Manila College of Medicine, with principal office at Pedro Gil St. Ermita, Manila, herein represented by its Chancellor, CARMENCITA D. PADILLA, MD, MAHPS hereinafter referred to as “UPCM”;

WITNESSETH: That

WHEREAS, the Return Service Agreement (RSA) or Policy of the UPCM (hereinafter referred to as the “Policy”) strives to ensure excellence and leadership in community-oriented medical education, research and service, using the primary health approach, intended especially for the underserved;

WHEREAS, the Student is covered by / under the abovementioned Policy and is aware of the requirements of the same; and, for this purpose, the Handbook on the UPCM Return Service Obligation Program and the Regionalization Program is hereto attached as Annex “A”, the same to form an integral part hereof;

WHEREAS, the RSA becomes effective only upon acceptance of the Student to the College of Medicine;

WHEREAS, in consideration of his/her admission to the UPCM and her/his being covered under the abovementioned Policy and considering her/his availed of state subsidy for her/his tuition and other fees, the Student is thus required by UPCM to render health care services in the Philippines, immediately after her/his graduation;

RULE VI

STUDENT AND GRADUATE RECORDS PRIOR TO COMPLETION OF THE RETURN SERVICE OBLIGATION

Section 1: Transcript of Records requested before the completion of the Return Service Obligation shall bear the following statements:

a. For White TOR - Valid in the Philippines for evaluation purposes only and not for employment
b. For Brown TOR - Subject to compliance with the Return Service Agreement. Valid for employment within the Philippines only

Section 2: Request for authentication of medical education records from hospitals/institutions abroad other than for off-campus elective courses shall be denied.

Section 3: Request for a Dean’s Letter of Recommendation for out-of-the country education/training other than for off-campus elective courses shall be denied

Section 4: Request for a UPCM faculty to give a Letter of Recommendation other than for off-campus elective courses shall be denied

Section 5: All UPCM students and graduates who will request for any form of document, certification or credentials verification for purposes of applying for the US-MLE or any equivalent foreign examination, will be required to open an escrow account or get a surety bond from UPM-accredited financial agencies. An escrow account or a surety bond is necessary to ensure adherence to the RSA or ASAL Contracts because the ECFMG informed the UPCM that a foreign medical graduate who wishes to apply for residency program training in the U.S.A. would only be required one verification. This single verification will be honored for BOTH steps 1 & 2 of the USMLE and for matching for a residency training program in the U.S.A as well. This will therefore allow a UPCM graduate to leave at any time for a residency training program in the U.S.A. without the knowledge of the University.
Rule VII

Appeals Committee

Section 1: The UPCM RSOP Appeals Committee will cover all UPCM students and graduates, including those who are also under the RP and the MD-PhD Program.

Section 2: The members of the Appeals Committee are the ff:
   a. Associate Dean for Faculty and Students
   b. Chair, UP Medicine Student Council
   c. Representative of the UPCM Dean
   d. Chair, UPCM RSOP Committee
   e. Chair, UPCM Regionalization Program Committee
   f. UP Manila Legal Officer
   g. Community Representative

Section 3: The Chair of the Appeals Committee will be appointed by the Dean.

Section 4: The functions of the Appeals Committee are:
   a. To discuss all issues regarding the adherence of the students and graduates to the provisions stated in the RSA and in the IRR.
   b. To formulate recommendations of all issues regarding the adherence of the students and graduates to the RSA and in the IRR, such as, but not limited to pre-termination of medical studies or validity of return service work in relation to the 6 options.

Section 5: The decisions of the Appeals Committee will be endorsed to the UPCM Dean for approval by the UP Manila Chancellor.

Rule VIII

Dispute Settlement

Section 1: In case of a dispute between the Parties arising from the breach by the UPCM RP Student of his/ her obligations under ASAL Agreement, the Parties agree to freely and voluntarily submit themselves to the necessary consultation and negotiation for purposes of amicably settling the dispute.

Section 2: Should the Parties fail to reach an amicable settlement, any dispute or controversy arising from this Agreement shall be submitted to arbitration in accordance with Law (RA 9285). The competent courts of Manila shall have jurisdiction over these cases if legal action is resorted to.

Rule IX

Terms of Payment

In the event that the UPCM student shall not be able to honor her or his obligations to the RSOP, the penalty as determined by the Appeals Committee and confirmed by the UPCM Dean and the UP Manila Chancellor, shall be paid in full within 6 months, either in cash or check in favor of the UP College of Medicine.

Rule X

Effectivity

This Implementing Rules and Regulations of the RSOP and the RP, as amended shall be effective upon the approval of the UP Board of Regents for all students for admission as LU1 students & LU3 students for academic year 2016-2017.

Rule XI

Amendments

All amendments to the RSOP, the RP and to this IRR of both programs must be approved by the UPCM Dean, the UPCM College Council, the UP Manila Chancellor, the UP Manila University Council and the UP Board of Regents.