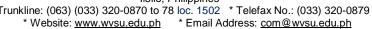


COLLEGE OF MEDICINE

Luna St., La Paz, Iloilo City 5000 Iloilo, Philippines





RETURN OF SERVICE OBLIGATION POLICY (RSOP)

VISION AND MISSION OF THE WEST VISAYAS STATE UNIVERSITY COLLEGE OF MEDICINE

VISION

A community of physicians

- socially accountable, enlightened and professionally competent
- committed to deliver primary health care with compassion
- dedicated towards continuing medical education, research and extension, and
- devoted to serve the health needs of the Filipino people.

MISSION

To provide deserving students an affordable medical education that is in consonance with the concept of a socially accountable primary health care physician equally prepared for post graduate studies, research, teaching and specialized training,

RATIONALE FOR THE RETURN OF SERVICE OBLIGATION POLICY

Medical students admitted to the College of Medicine of the West Visayas State University are scholars of the Filipino people because their tuition fees are subsidized by the government. Considering the low cost of their medical education and the need of the country for physicians especially in the rural areas, it is but fitting that the College should have a Return of Service Obligation Policy. This policy is in line with the College's vision and mission.

COVERAGE OF THE RETURN OF SERVICE OBLIGATION POLICY

All students admitted to the College are covered by the Return of Service Obligation Policy (RSOP) except foreign students who are non-Philippine passport holders.

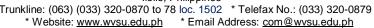
OBLIGATIONS OF THE WVSU COLLEGE OF MEDICINE GRADUATES

- 1. The graduate shall obtain a Philippine Medical License within five years after graduation.
- 2. The Return of Service is one year for every year of stay in the College of Medicine.
- 3. The Return of Service can start anytime after obtaining the Philippine Medical License and must be completed within ten (10) years after graduation.
- 4. The graduate shall practice in any part of the Philippines in any of the following fields for as long as it is in his/her capacity as a physician:
 - a. Public Health or Community Medicine such as, but not limited to the following: Municipal/City/Provincial/Regional Health Officer, Doctor to the Barrios, DOH work, working with NGO's or 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 staff physician in a government or private clinic or hospital.
 - c. Clinical Residency must be in an accredited government or private hospital program.
 - d. Academe (Teaching) must be in the field of Medicine or Health –related programs.
 - e. Research must be in the field of Health or Medicine.
 - f. Postgraduate Program must be from a Philippine-based institution approved by the College to ensure that it will assist in strengthening and developing the Philippine health care system. Credit will be given only for the length of the program's minimum full-time residency time frame.
 - g. Corporate or Industrial Medicine.
- 5. The graduate shall submit to the Return of Service Obligation Policy Program Committee every December a report of his/her return service work. This will start from the first



COLLEGE OF MEDICINE

Luna St., La Paz, Iloilo City 5000 Iloilo, Philippines





December after graduation up to the completion of the return of service obligation. The graduate is required to specify the following information:

- a. Exact address where he/she is currently working;
- b. Complete name of the institution where he/she is working;
- c. The area/s served, if applicable;
- d. Brief description of the work being performed;
- e. Reason for not rendering Return Service during the previous year if applicable;
- f. Other information as maybe required by the RSOP Committee.
- 6. Noncompliance with the reportorial obligations shall entail the following sanctions:
 - a. First offense Written Reminder
 - b. Second offense Fine of Php 5000
 - c. Third offense shall be considered as refusal to render return service work.

COORDINATING, MONITORING, EVALUATION AND PLACEMENT

A committee will be created for the purpose of implementing this policy. This committee shall

- 1. formulate the operational guidelines of this policy;
- 2. monitor the implementation of this policy;
- 3. collate and validate reports of the individuals covered by this policy.
- 4. review the policy periodically and make recommendations to the College administration.

PRE-TERMINATION, PENALTIES AND TERMS OF PAYMENT

Pre-termination by the student or graduate of this agreement or refusal to render return service work due to any reason shall entail a monetary payback equivalent to the government expense for the medical education minus the out-of-pocket payments of the student (tuition and other school-mandated fees) up to the year level completed or currently in. The payment shall be paid in full within six (6) months from the date of pre-termination in favor of the West Visayas Sate University College of Medicine Trust Fund established for this purpose.

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

- 1. Transcript of Records requested before the completion of the Return Service Obligation shall bear the following watermarks:
 - a. Valid in the Philippines for evaluation purposes only and not for employment
 - b. Subject to compliance with the Return Service Obligation Agreement. Valid for employment within the Philippines only.
- 2. Request for authentication of medical education records from hospitals/institutions abroad other than for off-campus elective courses shall be denied prior to completion of the Return Service Obligation.
- 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 prior to completion of the Return Service Obligation.
- 4. Request for a WVSUCOM faculty to give a Letter of Recommendation for out-of-the-country education/training other than for off-campus elective courses shall be denied prior to completion of the Return Service Obligation.
- 5. Request for exemptions from the above provisions shall be coursed through the Appeals Committee for review and deliberation.

APPEALS COMMITTEE

1. The WVSUCOM RSOP Appeals Committee will cover all the WVSUCOM students and graduates.



COLLEGE OF MEDICINE

Luna St., La Paz, Iloilo City 5000 Iloilo, Philippines runkline: (063) (033) 320-0870 to 78 loc. 1502 * Telefax No.: (033) 320-0879





2. The members of the Appeals Committee are the following:

- a. Head, Office of Student Affairs of the College of Medicine
- b. Chair, WVSUCOM Medical Student Council
- c. Representative of the Dean
- d. Chair, RSOP Committee

* Website: <u>www.wvsu.edu.ph</u>

- e. University Legal Officer
- f. Community Representative
- 3. The Chair of the Appeals Committee will be appointed by the Dean from among the members.

* Email Address: com@wvsu.edu.ph

- 4. The functions of the Appeals Committee are the following:
 - a. To identify and discuss all issues regarding the compliance of the students and graduates to the provisions of the Return Service Obligation Agreement (RSOA), a copy of which is hereto attached as Annex A.
 - b. To formulate recommendations of all issues regarding the compliance of the students and graduates to the Return Service Obligation Agreement (RSOA) such as, but not limited to pre-termination of medical studies or validity of return service work in relation to the prescribed options.
- 5. The decisions of the Appeals Committee will be endorsed to the Dean for appropriate action.

DISPUTE SETTLEMENT

In case of a dispute between the Parties arising from the breach by the student or graduate of his/her obligations under the Acceptance to Serve and Assumption of Liability (ASAL) Agreement, a copy of which is hereto attached as Annex B, the Parties agree to freely and voluntarily submit themselves to the necessary consultation and negotiation for purposes of amicably settling the dispute.

1. In case there is a need for litigation, the parties agree that the venue shall be in any competent court in the City of Iloilo to the exclusion of other courts.

EFFECTIVITY

This Policy shall take effect upon the approval of the WVSU Board of Regents for all in-coming freshmen students starting academic year 2018-2019.

AMENDMENTS

All amendments to this policy must be approved by the Dean, the COM Academic Council, the University President and the Board of Regents of the WVSU.

SEPARABILITY

If any part or provision of this Policy is held invalid or unconstitutional, other provisions not affected thereby shall remain in force and effect.



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* Website: <u>www.wvsu.edu.ph</u>





ANNEX A

RETURN SERVICE OBLIGATION AGREEMENT (RSOA)

* Email Address: com@wvsu.edu.ph

This Return Service Agreement made and executed thisday of in, Philippines by and between:, Filipino, of legal age, single/married to
, with residence and postal address at
hereinafter referred to as "Student";
-and —
West Visayas State University, a chartered state university created under the existing laws of the Republic of the Philippines, with office at La Paz, Iloilo City, herein represented by its President, DR. LUIS M. SOROLLA, JR, hereinafter referred to as "WVSUCOM";
WITNESSETH:
WHEREAS, medical students admitted to the College of Medicine of the West Visayas State University are scholars of the Filipino people because their tuition fees are subsidized by the government;
WHEREAS, there is a need of the country for physicians especially in the rural areas;
WHEREAS, because of the subsidized tuition fees there is a need for the medical students to give back to the country;
WHEREAS, the Return Service Obligation Agreement (RSOA) or Policy of the WVSUCOM (hereinafter referred to as the "Policy") strives to ensure excellence and leadership in the community through medical education, research and service, using the primary health approach, intended especially for the underserved;
WHEREAS, the RSOA becomes effective only upon acceptance of the Student to the College of Medicine;

WHEREAS, in consideration of his/her admission to the WVSUCOM and his/her being covered under the aforementioned Policy and considering his/her availment of the state subsidy for his/her tuition and other fees, the Student is required by WVSUCOM to render health care services in the Philippines, within a stipulated time;

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

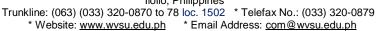
Article I: Obligations of the Student

The Student, having been accepted to the WVSUCOM and covered by/under the Return Service Obligation (RSO) Policy, shall:

- 1. Faithfully adhere to the Vision-Mission of the WVSUCOM, specifically the ideals and requirements of the Program.
- 2. Abide by the prescribed course of instruction.
- 3. Obtain a Philippine Medical License within five (5) years from the date of his/her graduation.
- 4. Render health care services in the Philippines for one year for every year of stay in the College of Medicine, within ten (10) years from graduation.
- 5. Submit any time within December of every year until completion of the Return Service Obligation, beginning the year he/she graduated, a report of his/her 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;



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- b. Complete name of the institution where he/she is working;
- c. The area/s served, if appplicable;
- d. Brief description of the work being performed;
- e. Reason for not rendering Return Service during the previous year if applicable;
- f. Other information as maybe required by the RSOP Committee.

Article II: Penalty for Breach of Obligation

- 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 this Agreement, his/her
 transcripts of grades and/or diploma shall bear the statement "Subject to compliance to the
 Return Service Obligation Agreement. Valid for employment within the Philippines only."
- 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 C" and reimburse to WVSUCOM a payback equivalent to the government expense for the medical education minus the out-pocket payments of the student (tuition and other school-mandated fees) up to the year level completed or currently in.
- 3. Noncompliance with the reportorial obligations shall entail the following sanctions:
 - a. First offense Written Reminder
 - b. Second offense Fine of Php 5000
 - c. Third offense shall be considered as a breach of contract.

Article III: Free and Hold Harmless Clause

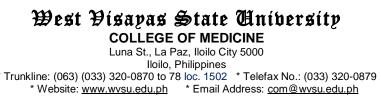
Any loss and/or damage caused by the Student to any person as a result of or in connection with his/her performance of health care services as required under this Return Service Obligation Agreement shall be the sole and exclusive liability and responsibility of the Student. In this connection, the Student holds WVSUCOM 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 Return Service Obligation Agreement, they hereby agree to freely and voluntarily submit themselves to the necessary consultations 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 (RA9285). Finally, the Parties agree that should their dispute reach the courts of law, the competent courts of lloilo shall have the exclusive jurisdiction over the same.

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.







BEFORE ME, thi	sday	day of, at Iloilo City,		
Philippines personally a	ppeared DR. LUIS M. SOI	eared DR. LUIS M. SOROLLA, JR., representing the West Visayas State		
University and		, known to be the same persons who		
		and acknowledg		
same is their free and v	oluntary act and deed.			
I further identif	ied them through compe	etent evidence of identity	as defined under the	
2004 rules on Notarial F	Practice:			
NAME	ID	NUMBER	EXPIRATION DATE	
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=		es and their witnesses on	each and every page	
thereof refers to a <u>(N</u>	ame of Document) .			
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COLLEGE OF MEDICINE

Luna St., La Paz, Iloilo City 5000 Iloilo, Philippines





ANNEX B

ACCEPTANCE TO SERVE AND ASSUMPTION OF LIABILITY (ASAL) AGREEMENT

This Acceptance To Serve And Ass	umption Of Liability (ASAL) Agreement made and executed
thisday of in, Philippines by	and between:, Filipino, of
legal age, single/married to	, with residence and postal address at
here	inafter referred to as "Student";
	-and —
West Visayas State University, a c	nartered state university created under the existing laws of the
Republic of the Philippines, with office at	La Paz, Iloilo City, herein represented by its President, DR. LUIS
M.SOROLLA, JR., hereinafter referred to a	s "WVSUCOM";

WITNESSETH:

WHEREAS, the Return Service Agreement (RSA) or Policy of the WVSUCOM (hereinafter referred to as the "Policy") strives to ensure excellence and leadership in the 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 above mentioned Policy and is aware of the requirements of the same; and for this purpose, the Policy of the WVSUCOM Return Service Obligation Program is hereto attached a Annex "A", the same to form an integral part hereof;

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

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

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

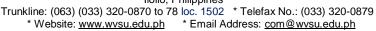
Article I: Obligations of the Student

The Student, having been accepted to the WVSUCOM and covered by/under the Return Service Obligation (RSO) Policy, shall:

- 1. Faithfully adhere to the Vision-Mission of the WVSUCOM, specifically the ideals and requirements of the Program.
- 2. Abide by the prescribed course of instruction.
- 3. Obtain a Philippine Medical License within five (5) years from the date of his/her
- 4. Render health care services in the Philippines for one year for every year of stay in the College of Medicine, within ten (10) years from graduation.
- 5. Submit any time within December of every year until completion of the Return Service Obligation, beginning the year he/she graduated, a report of his/her 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/s served, if appplicable;
 - d. Brief description of the work being performed;



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- e. Reason for not rendering Return Service during the previous year if applicable;
- f. Other information as maybe required by the RSOP Committee.

Article II: Penalty for Breach of Obligation

- 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 this Agreement, his/her transcripts of grades and/or diploma shall bear the statement "Subject to compliance to the Return Service Obligation Agreement. Valid for employment within the Philippines only."
- 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 C" and reimburse to WVSUCOM a payback equivalent to the government expense for the medical education minus the out-pocket payments of the student (tuition and other school-mandated fees) up to the year level completed or currently in.
- 3. Noncompliance with the reportorial obligations shall entail the following sanctions:
 - a. First offense Written Reminder
 - b. Second offense Fine of Php 5000
 - c. Third offense shall be considered as a breach of contract.

Article III: Free and Hold Harmless Clause

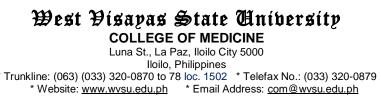
Any loss and/or damage caused by the Student to any person as a result of or in connection with his/her performance of health care services as required under this Return Service Agreement shall be the sole and exclusive liability and responsibility of the Student. In this connection, the Student holds WVSUCOM 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 Return Service Agreement, they hereby agree to freely and voluntarily submit themselves to the necessary consultations 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 (RA9285). Finally, the Parties agree that should their dispute reach the courts of law, the competent courts of lloilo shall have the exclusive jurisdiction over the same.

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.







BEFORE ME, thi	isday	day of, at Iloilo City,		
Philippines personally a	opeared DR. LUIS M. SOROLLA, JR., representing the West Visayas State			
University and	, known to be the same persons who			
executed the following		and acknowledg	ged before me that the	
same is their free and v	oluntary act and deed.			
I further identif	ied them through compe	etent evidence of identity	as defined under the	
2004 rules on Notarial F	Practice:			
NAME	ID	NUMBER	EXPIRATION DATE	
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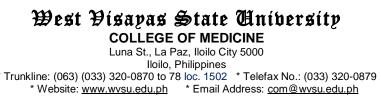


ANNEX C

SURETY AGREEMENT FOR WVSUCOM RETURN SERVICE AGREEMENT

This Agreement executed at	onby,
	, with residence and postal address at the,
hereinafter referred to "Surety", in favor o	f the West Visayas State University College of
Medicine, with Principal Office at La Paz, Ilo	oilo City, herein after referred to as "WVSUCOM":
WHEREAS,	_ (hereafter referred to as "Principal"), a student of
	urn Service Agreement ("RSA") with WVSUCOM on
to which thi	s Surety Agreement is attached as ANNEX "B":
WHEREAS, WVSUCOM requires that	at the due and faithful performance of the provisions
of the said RSOA be underwritten by a Sure	ety;
NOW, THEREFORE, for and in cons	sideration of the foregoing undersigned Surety, jointly
and severally with the Principal, hereby gua	arantee and warrant to WVSUCOM that the Principal
shall comply with and perform all the stipu	lations contained in the RSOA, and that if for any
, , ,	ith, the Surety binds himself jointly and severally
with the Principal:	
"To reimburse the WVSUCOM such	amount/s as may have been defrayed for the
	scholarship, and all other expenses incurred by the
	legal rate at the time of the breach of the aforesaid
RSOA".	
The liability of the Surety under thi	s Agreement shall be solidary, direct and immediate
	by WVSUCOM of whatever remedies it may have
	t any time on demand, pay to the WVSUCOM
whatever amount is owing from the Princip	pal to the WVSUCOM to the extent stated above.
This instrument is intended to be a	complete and free indemnity to WVSUCOM for any
,	sing from the RSOA. It shall be valid and binding
	he Principal has complied with all his/her obligations
under the said RSOA.	
IN WITNESS WHEREOF, the Surety	has caused its authorized representative to set
his/her hand this of	, 20, in
SURETY	SPOUSE
Signed	in the presence of
Signature over printed name of witness	Signature over printed name of witness
Address of witness:	







BEFORE ME, thi	sday	day of, at Iloilo City,		
	ly appeared DR. LUIS M. SOROLLA, JR., representing the West Visayas State			
University and, known to be the same persons who				
executed the following		and acknowledg	ged before me that the	
same is their free and v				
I further identif	ied them through compe	etent evidence of identity	as defined under the	
2004 rules on Notarial F	Practice:			
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•		es and their witnesses on	each and every page	
thereof refers to a		<u> </u>		
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Signature over printed name



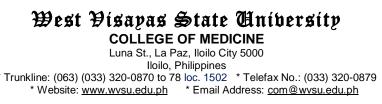
ANNEX D

SURETY AGREEMENT FOR WVSUCOM ASAL AGREEMENT

This Agreement executed at		by	
Filipino, of legal age, single/married to			, with residence
and postal address at			
West Visayas State University College of	Medicine, with p	rincipal office at	La Paz, Iloilo City,
hereinafter referred to as "WVSUCOM":			
WHEREAS,	(hereinafter re	oferred to as "Pri	ncinal") a student of
the WVSUCOM, executed the attached Ac			
Agreement ("ASAL Agreement") with WV	•	•	•
Agreement is attached to as Annex "B".			
WHEREAS, WVSUCOM requires the	hat the due and fa	nithful performa	nce of the provisions
of the said ASAL Agreement be underwrit	ten by a Surety;		
NOW, THEREFORE, for and in con	sideration of the	foregoing, the u	ndersigned Surety,
jointly and severally with the Principal, he	reby guarantee a	nd warrant to W	VSUCOM that the
Principal shall comply with and perform a	ll the stipulations	contained in the	ASAL Agreement,
and that if for any reason the Principal fai	Is to comply there	ewith, the Surety	binds himself jointly
and severally with the Principal:			
To reimburse WVSUCOM such ar	mount/s as may ha	ave been defray	ed for the Principal's
tuition, government subsidy and scholars	•	•	•
with interest at the prevailing legal rate a	t the time of the b	reach of the afo	resaid ASAL
Agreement".			
The liability of the Surety under the	_	•	
and not contingent upon the enforcemen			
against the Principal, and the Surety shall	•		
whatever amount is owing from the Princ	ipal to the wvso	COIVI to the exte	nt stated above.
This instrument is intended to be	a complete and fr	ree indemnity to	WVSUCOM for any
indebtedness or liability of the Principal a	rising from the AS	AL Agreement.	t shall be valid and
binding without further notice to the Sure	ety, until the Princ	ipal has complie	d with all his/her
obligations under the said ASAL Agreeme	nt.		
IN WITNESS WHEREOF, the Suret	y has caused its a	uthorized repres	sentative to set
his/her hand thisday of, 20, ir	1		
SURETY		SPOUSE (if	married)
Signed	d in the presence of	of:	

Signature over printed name







BEFORE ME, thi	isday	day of, at Iloilo City,		
	ppeared DR. LUIS M. SOROLLA, JR., representing the West Visayas State			
University and		, known to be the same persons who		
executed the following		and acknowled	dged before me that the	
same is their free and v	oluntary act and deed.			
I further identif	ied them through compe	etent evidence of identit	y as defined under the	
2004 rules on Notarial F	Practice:			
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