

UNIVERSITY OF THE PHILIPPINES MANILA
HANDBOOK
ON
RETURN SERVICE AGREEMENT
Implementing Rules and Regulations

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Officers and Administration

Return Service Agreement Committee

This handbook contains the RSA framework, rationale, policies and the implementing Rules and Regulations (IRR)

PART I
UP VISION-MISSION
(1972 BOR RESOLUTION)

“The University of the Philippines, as the nation’s leading institution devoted to higher education, research and community service, through the concerted application of sciences, technology, and the behavioral sciences to the problems of society, serve as an effective instrument of national development, while maintaining its commitment to the arts, letters and humanities, as well as the pursuit of truth and the highest standards of academics excellence.”

THE UP MANILA MISSION AND GOAL
(1998 REORGANIZATION)

“the University of the Philippines Manila shall constantly strive for become an outstanding and relevant institution of higher learning. Thus, it shall provide the highest quality of advanced instruction, professional training, basic and applied research and community service, and thereby produce outstanding scholars, practitioners and leaders in the fields of health, the natural sciences, the social sciences and the humanities.”

PART II
THE UP MANILA RETURN SERVICE AGREEMENT

Historical Background:

The Philippine Medical School was established by the Commonwealth Act. No. 1415 in December 1, 1905 to address the critical lack of physicians as raised by the local medical society. In the 1915, the government expanded its health services which lead to increased demands of medical graduates. A contract was signed by student for them to serve for two(2) years in the government in exchange for tuition fee waiver for five (5) years of medical education. This provision disappeared in 1920.

Most of our health professions graduates, especially the medical and nursing graduates, have joined the exodus to the US, the Middle East and other countries. Thus in 1976, the school of Health Sciences in Tacloban City, Leyte, administratively under the UP Manila, was established with the mandate to serve the underserved Filipinos in rural and remote areas. Graduates of SHS serve 2 years for every year of education. They serve as either as midwife, nurse or physician, preferably in the community which nominated them. After 33 years, about 90% of SHS graduates are still serving in the Philippines. Most of those left have served the required period of return service. The return service agreement was based initially on social contract but in 2008, the School of Health Sciences was the first component of UP Manila which asked students to sign a tripartite contract with the University and the Local Government Unit.

In 2005, the Reorganization Program of the UP College of Medicine started implementing the “Acceptance to Serve and Assumption of Liability (ASAL) Agreement.” Prior to 2005, the Regionalization Program was introduced by the College of Medicine so that candidates from Philippine area deemed to be in need of doctors will have a chance to be admitted to UPCM and serve their respective areas. These students undertake annual summer immersion to their region. Student who indicated regionalization Program in their application shall serve for 5 years in the

region which nominated them after graduation. UPMCM medical graduates will be leaders, experts, and educators upon their return to these areas.

In 2009, application to the medical degree program of the UP College of Medicine started signing "Return Service Agreement" as requirement for admission. When they graduate in 2014, they shall serve for 3 years in the Philippines. Service will be completed within 5 years after graduation.

Outside UP Manila, return service mechanism are currently undertaken through the following Projects:

1. "Bagong Doctor para sa Bayan" of First Gentle Man Miguel Arroyo started in 2006 and will continue for 5 years. Students in their clerkship are given scholarships up to internship. In return they serve/join the Doctors to the Barrios program of the DOH. They will serve for two years in the barrios they are assigned. Then students in the first batch and 10 students in the second batch were students from UPCM.
2. Pinoy MD program of DOH which started in AY 2006-2007. They serve for two years for every years of training or a total of 10 years. There are students form UPCM and UPM-SHS in this program.
3. Midwifery Student Scholarship Program of the DOH which started including UPM-SHS student in AY 2006-2007. They also serve for two years for every year of study.

Framework for the RSA 2011:

1. The university of the Philippine is the National University heavily/ financially subsidized by the government;
2. One of the mandates of the University is to lead as public service university by providing various forms of community , public and volunteer service, scholarly and technical assistance to the government, the private sector, and civil society while maintaining its standards of excellence; (RA9500 Sec. 3 (No. 5)
3. The University of the Philippine Manila is one of the constituent universities and was mandated by RA 5163 (1967) to be the Health Sciences Center. It has 9 degree granting units, namely: College of Medicine, College of Nursing, College of Dentistry, College of Pharmacy, College of Allied Medical Professions, College of Arts and Sciences, School of health Sciences and 2 non-degree granting units: the Philippine General Hospital and National Institute of Health.
4. In 2009, workshop where UP Manila formulated action plans to respond to future directions set by the University of the Philippines System for the next 100 years, return service agreement as admission requirement was identified as one of the main action points.
5. All colleges/units going into RSA consulted all stakeholders through meetings, conduct surveys, and presentation in their respective College Council before it is presented to the University Council and the Board of Regents for approval.

General Policy

The general policy shall serve as guide for all UPM colleges and units, including the Philippine General Hospital. (As approved during 1252nd meeting of the BOR on December 18, 2009)

General RSA Policies

1. Return Service Agreement is an absolute admission requirement for all CHW (SHS) *baccalaureate* programs (CAMP, CN, CO, CPH, SHS, DDM, and MD programs.)
2. The agreement states that the students shall serve in the Philippines within 5 years after graduation.
3. The agreement is signed by the Chancellor of UP Manila for the University and the prospective students and their parents, witnessed by the Dean/ Director.
4. The graduate shall serve for a period specified by his/her college – the period of which should not be less than 2 years. For the School of Health Sciences, the equivalent of two (2) years service for every year of education shall constitute the return service obligation.
5. The graduate shall serve, preferably in accordance with the role of the defined profession or health- related profession along three functions, but not limited to, direct service, education/training, and research. Return Service shall be an employment with government agencies/institutions, underserved towns/provinces, non-government and cause-oriented organizations
6. The graduate is expected to serve fully within five years, with the exception of the School of Health Sciences where the RSO can be accumulated owing to the ladderized nature of its curriculum. If after five years, the graduate has not fully served the RSA, he/she will pay double the cost of his/her education at the prevailing rate from time of entry, plus interest, and less the total amount of tuition fee paid. However, for the School of Health Sciences, service is the only acceptable manner to comply with the RSO; hence, payback for the RSO in cash or any consideration is not an option.
7. Cost of education shall be computed based on total subsidy of UP/government and donation made to specific colleges/units that enhance education/training of students in the university.
8. Enrolling for second degree like Master's degree, MD, or LLB or other programs cannot be considered as return service.
9. To facilitate serving of Return Service Agreement by graduates of UP Manila, the Philippine General Hospital and UP System shall give priority to UPM graduates for employment for vacancies and when requirements for employment are met.
10. UP Manila shall develop placement process for implementation of RSA with the office of Alumni Relations & Placement as the implementing office of the program.

**PART III
IMPLEMENTING RULES AND REGULATIONS FOR
RETURN SERVICE AGREEMENT (IRR-RSA)**

**RULE I
INCLUSION CRITERIA**

- Section 1:* Freshmen and lateral entrants of colleges covered by the RSA starting AY 2011- 2012 to UP Manila Colleges are required to submit signed Return Service Agreement (RSA).
- Section 2:* Enrollees to the degree programs covered by RSA shall be subject to the Implementing Rules and Regulations of RSA.
- Section 3:* Medical students of the UP College of Medicine and the students of the School of Health Sciences will be covered by a separate Implementing Rules and Regulations (IRR).
- Section 4:* Parent(s)/guardian(s) are co-signatories, as the last step to complete the applications to the UPM on all contracts with UP Manila.

**RULE II
OBLIGATIONS OF UP MANILA STUDENTS**

- Section 1 :* Before issuance of UP form 5, Freshmen enrolling for AY 2011-2012 shall submit upon registration the following: 1) Application Form, 2) Reply Slip, 3) signed Return Service Agreement, 4) Surety Agreement and 5) other admission requirements.
- Section 2:* The UPM students subject to Return Service Agreement (RSA) & Surety Agreement should fully satisfy the following obligations:

Prior to graduation, faithfully adhering to the Vision-Mission of the UPM

Participate in UPM activities Finished the full prescribed years of their respective college education

After graduation, the graduates shall take the necessary licensure examination of

the program required to enable them to practice their profession when they are serving their RSA.

**RULES III
RETURN SERVICE**

UPM students shall comply with the return service policy, which shall include the following terms and conditions:

Section 1: First year of implementation will be for those who will take the UPCAT exam in August 2010 and who will enroll as freshmen in AY 2011- 2012 and/or lateral entrants to the programs whose first enrollment at UPM is on 2011-2012.

Section 2: All application to programs for admission to UP Manila covered by RSA shall, with the conformity of his/her parent/ legal guardian, sign a binding contract that stipulates the rules and regulations of the return service policy.

Section 3: Colleges covered by RSA

All Colleges shall be participating in this initiative. However, for the first year of implementation, the following colleges are covered by this unified policy.

College of Allied Medical Profession(CAMP)	BS Physical Therapy BS Occupational Therapy BS Speech Pathology
College of Dentistry	Doctor of Dental Medicine
College of Nursing	BS Nursing
College of Pharmacy	BS Pharmacy BS Industrial Pharmacy
College of Public Health	BS Public Health
College of Medicine	Doctor of Medicine
School of Health Sciences	Certificate in Community Health Worker (Midwifery) BS Nursing Doctor of Medicine

Section 4: The return service obligation should have been completed within 5 years from graduation. However, in the case of the School of Health Sciences, due to the ladderized nature of its curriculum, the student can accumulate his/her service leave obligation from the different programs and comply with this in one continuous period.

Section 5: The graduate should complete his 3-years return service obligation within five years of graduation.

Section 6: If applicable, he/she shall obtain a Philippine license to practice the profession from the Professional Regulations Commission within two (2) years from graduation to be able to complete the two- three year(2-3) return service obligation.

Section 7: The graduate may choose to practice in any part of the Philippines, preferably in underserved areas in any of the following fields:

College	Length of Service in years	Fields
CM Regionalization Program	5 years	Public Health (clinical management of programs, policy)
CM students covered by RSA	3 years	Academe(hHealth and Medicine) Research (Health and Medicine)
CAMP	2 years	Direct service Education/training Research Consultancy Volunteer work
CD	2 years	Field of Dentistry and its related profession

		Public Health, Government Service(DOH, DepED, etc) Academe Research Clinical practice preferably in rural/remote underserved part of the Philippines Active participation in community outreach programs.
CN	2 years	Any nursing and health related institutions(in both government/public/private) Practitioner Researcher Leader Manager
CP	2 years	Pharmacy Health-related jobs
CPH	2 years	Medical Technology/Laboratory work Epidemiology Public Health management Health policy administration Health promotion Academe, research or field work
SHS	4 years for CHW 4 years for BSN 10 years for Medicine	Direct service, training, research, consultancy or voluntary work involving underserved, disadvantaged, or marginalized communities or sectors.

Section 8: the return service mechanism for those enrolling in a second degree:

8.1 Enrolling for second degree on full time basis like Master degree, MD, or LLB or other program cannot be considered as return service.

8.2 If enrolling in a second degree in UP Manila, whereby the first degree has been taken in any of participating college, there are three (3) options:

- Serve the RSA of current program before enrolling in the second degree
- RSA of first degree is added to the years of RSA of the second degree; e.g. a UP nurse who enrolls at UP medicine will have 2 years added to the 3 years of medicine or serve a total of 5 years after graduating in the second degree
- Pay back before going into second degree

8.3 If the second degree will be taken in another university, there are 2 options:

- Serve the RSA of current program before enrolling in the second degree
- Pay back before going into second degree.

8.4 If enrolling in a second degree on part time basis, a graduate can be allowed to render return service provided the cumulative period of return service totals to required number of years.

8.5 For graduates of the School of Health Sciences, only compliance with the return service obligation (RSO) is an acceptable option before enrolling in a second degree as payback of the RSO is not allowed.

Section 9: Graduates who are beneficiaries of other scholarship programs (e.g. DOH Pinoy MD, MD-PhD, DOST Scholarship, Midwifery Students DOH Scholarship Program, other DOST Scholars) which have return service obligations are required to comply with the program requiring a longer duration of return service.

Undertaking resident training in GOVERNMENT HOSPITAL can be considered as return service.

RULE IV IMPLEMENTING, COORDINATION, MONITORING, EVALUATION AND PLACEMENT

The implementing Office

The UP Manila Alumni Relations and Placement Office (ARPO) is the office tasked to implement the RSA. The office is located at the 8th floor RCB, Philippine General Hospital. For Inquiries and other concerns, student may go to the office or call telephone number 632-5253802.

The graduate should submit to the ARPO on or before December 31 of every year for five (5) years, beginning the year he/she graduated from UPM, a report of his/her 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. Nature of his/her work
- c. The community served
- d. Career plans/goals for the succeeding year

UPM may ask additional documents as proof that RSA is being rendered in the Philippines by the graduate.

At the UPM level, the Alumni Relations and Placement Office shall ensure incorporation into the RETURN SERVICE AGREEMENT, updates, additional recommendations from stakeholders and feedbacks from local institutions. There shall be a counterpart office in each of the colleges of similar functions.

The office shall also monitor the return service obligation, collate the yearly written reports of the graduates a year after graduation, and validate the reports which include the activities of the previous year (e.g. by employer or LGU, DTI forms of in private practice)

**RULE V
STUDENT RECORDS**

Sections 1: Prior to Completion of RSA

The graduate shall be issued his/ her diploma and transcript of records after submission of the University Clearance from obligations. However, the TOR will be stamped with the following at the bottom of the last page. "the graduate is under Return Service Agreement with the University; this is for employment in the Philippines only." The mark will be removed after the RSA have been served. To be attached with transcript of records is the summary of the policy on RSA for guidance of the employers

The following shall be denied to graduates who have not completed RSA:

- Request for authentication of UPM education records form hospitals/ institutions abroad.
- Request for Dean's letter of recommendation for out of the country education/training.
- Request for UPM Faculty to give letter of recommendations for training abroad.

Section 2: At the end of each year, the Dean shall report to the college Council, the names of the students who satisfactorily fulfilled their Return Service Agreement, those who reneged and the status of arbitration proceedings as well as the arbitration agreements reached.

Section 3: Certificate of Completion will be issued to those who have completed serving the RSA. Office of the Registrar shall be informed so that the mark on the Transcript of Record will be removed.

**RULE VI
DISPUTE SETTLEMENT**

Section 1: In case of a dispute between the Parties arising from the breach by the UPM student/graduate of his/her obligations under RS Agreement, the Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purpose of amicably settling dispute.

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

RULE VII
ARBITRATION COMMITTEE/PROCEEDINGS

Section 1: Breach of Contract

The failure of the UPM graduate: a) to inform the UPM APRO or its equivalent office in the concerned college of his/her whereabouts, and b) to fulfill completely his/her RSA – shall be considered a breach of the RSA and is subject to the prescribed sanctions hereinafter provided.

If the Return Service Committee finds fact-based reasons for the potential non- information of the graduate's whereabouts and/ or non-fulfillment of the ASAL/RSA, then the Return Service Committee will refer the issue to the Arbitration Committee for resolution.

Section 2: the arbitration Committee is composed of: college official in-charge of alumni relations, College Secretary and an alumni representative. The chair will be appointed by the chancellor. The Director of ARPO or designated representative and UP Manila legal counsel will be non-voting members.

Section 3: the function of the Arbitration Committee is to determine whether a UPM graduate has successfully completed his/ her obligations according to the Return service Agreement or has valid or non-valid reasons not to be able to serve the Philippines after graduation. Results should be submitted to the Dean for endorsement to the appropriate Vice Chancellor.

Section 4: an arbitration committee formed by the Chancellor/Dean will determine if the concerned person:

1. Has valid or non-valid reason for pre-termination;
2. Has valid or non-valid reason for not being able to serve the Philippines after graduation;
3. Has successfully completed his/her obligations according to Return Service Agreement, in instances if doubt.

Rule VII
Pre-Termination and Penalties

Section 1: Pre-termination from this agreement may be allowed under the following conditions subject to the prescribed liabilities:

Pre-termination due to physical and mental incapacity of a permanent in nature which exceeds the Maximum Residency Rule (MRR) period and or leads to release from the University, shall release the student from any legal and financial liabilities

Pre-termination due to physical or mental incapacity of permanent nature entails no penalty.

Pre – termination due to physical and mental incapacity of a temporary nature which does not exceed the MRR period and or does not lead to release from the University upon decision/ request of the UPM students, shall entail payback amount equivalent to the number of years studied.

Physical or mental incapacity of a temporary nature that resolves prior to the lapse of the MRR Period shall entail an extension of the period to complete the health profession education and/ or satisfy RSA requirements.

Pre-termination due to non-completion of UPM education due to academic deficiencies shall entail payback equivalent to the number of years studied.

Pre-termination due to dismissal for disciplinary action shall entail a payback equivalent number of years of education regardless of number of years completed.

Pre-termination due to decision of the student for any reasons other the one above shall entail payback equivalent to the number of years of UPM education regardless of number of years completed.

Failure of the UPM graduate to inform he ARPO of his/her whereabouts and the completion of his/her return service contract shall be considered as breach of RSA and is subject to its prescribed liabilities.

Section 2: Pre-termination and Penalties

All UP students are subsidized by the Filipino people. Considering limited slots/students position, so that investment will not be wasted by those students who are pre-terminated, the following mechanism will serve as guidelines:

Without penalties:

Pre-termination from his agreement maybe allowed under the following conditions:

1. Before the student earns 60 units
2. Due to physical and mental incapacity if a permanent nature, with supporting documents for verification.
3. Due to financial incapability to pursue course, with supporting documents for verification.

With penalties:

Pre-termination due to dismissal of student for disciplinary action/academic
Pre-termination for any reason other the ones above.

Section 3: Penalty

Penalties due to breach of contract shall be settled through the Arbitration Committee for any dispute rate shall be paid.

Section 4: Total Cost of Education

This is be computed when the students enter the colleges for AY 2011-2012 until they graduate. To be included in the computation are IOB every year, Donations Monetary and services and in kind given to the Up Manila, its colleges, department or units every year, additional expenses incurred by the College outside of the budget given to them.

Rule IX Terms of payment

Section 1: in the event that the UPM/Graduate shall not be able to honor his/her RS Agreement and is then subjected to monetary penalties, payment as determined by the Arbitration Committee,

approved by the concern UPM Dean, and confirmed by the UP Manila Chancellor shall be payable in cash or check in favor of the University of the Philippines Manila.

Section 2: university of the Philippines Manila (UPM) will have a dedicated bank depository for any monetary penalties from the Student/s or Graduates/s for non-fulfillment of RS Agreement, including pre-termination and penalties for breach of obligations, which are given legally and fully to the UPM, without any claims from the Student/Graduate whatsoever. The money forfeited by the Student/ Graduate in favour of UPM, shall be used exclusively for matter and projects related to the return service obligation policy of UP Manila.

Section 3: in the event that the UPM Graduate outwardly express his/her desire to renege on the contract and desire to train and reside outside the country he/she will outwardly pay for the monetary penalties according to the RS Agreement. A confirmation to this effect will be duly signed by the graduate, witnessed by UPM, and duly legalized accordingly.

If the graduate returns contrary to his/her plans and indicates he/she will now fulfill his/her SAL/RS Agreement, he/she will not be able to claim the monetary penalty he/she paid previously, as this has already been given legally and fully to the UPM, without any claims from the graduate whatsoever.

Section 4: The terms of payment if not paid in full can be negotiated with Arbitration Committee subject to the imposition of the official year on inflation rate, during the period of payment and shall be reflected in a promissory agreement to be entered into by UP Manila and the UPM Student.

RULES X EFFECTIVITY

This implementing Rules and Regulations (IRR) for the Return Service Agreement (RSA) shall take effect starting Academic Year 2011-2012.

RULE XI AMENDMENTS

Amendments to this Return Service Agreement shall be subject by the approval by the UP Manila chancellor upon the recommendation by the Chancellor's Advisory Council.

Appendix 3

REPLY SLIP

I certify that I have read and understand the policies and the implementing Rules and Regulations (IRR) governing the Return Service Agreement (RSA) and for this purpose, hereby manifest my acceptance and/or faithful adherence thereto.

Signature over Printed Name:

Application

Guardian

Date: _____

Appendix 4

**UNIVERSITY OF THE PHILIPPINES MANILA
ALUMNI RELATIONS AND PLACEMENT OFFICE**

ANNUAL REPORT

Name: _____

Student No. _____ Year of Graduation:

College: _____ Degree:

Address: _____

Home: _____

Contact Number:

Mobile phone number: _____

Landline number: _____

Email Address: _____

1. Period covered in the report: _____
2. Exact location and address where he/she is currently working;
 - 2.1 Nature of his/her work;
 - 2.2 The community served; and
 - 2.3 Career plans/ goals for the succeeding year.

Signature: _____

Printed Name: _____

Date prepared: _____

Supervisor/UPM Alumni Liaison

Signature: _____

Printed Name: _____

Date: _____