



Republic of the Philippines  
Province of Guimaras  
**OFFICE OF THE 9<sup>TH</sup> SANGGUNIANG PANLALAWIGAN**  
San Miguel, Jordan, Guimaras 5045



EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE  
9<sup>TH</sup> SANGGUNIANG PANLALAWIGAN OF THE PROVINCE OF GUIMARAS HELD AT  
THE SP SESSION HALL, 2<sup>ND</sup> FLOOR, GTIC BUILDING ON FEBRUARY 11, 2020.

**PRESENT:**

Hon. Cyril C. Beltran	-	SP Member, Majority Floor Leader and OIC Vice Governor
Hon. David G. Gano	-	SP Member and Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr.	-	SP Member
Hon. Diosdado G. Gonzaga	-	SP Member and Temporary Presiding Officer
Hon. Josefina G. de la Cruz	-	SP Member
Hon. Rex G. Fernandez	-	SP Member
Hon. Aurelio G. Tionado	-	SP Member
Hon. Dan Elby C. Habaña	-	SP Member
Hon. Karren Kaye A. Gadnanan	-	Ex-Officio SP Member (SK Federation President)
Hon. Marilou S. Delumpa	-	Ex-Officio SP Member (LNB President)
Hon. Glicerio G. Edang	-	Ex-Officio SP Member (PCL Federation President)

**OFFICIAL BUSINESS:**

Atty. John Edward G. Gando - Vice Governor

**RESOLUTION NO. 35**

**RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO  
SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT THE  
MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH,  
DCGNPH, DR. XZ P. CRUZ AND WESTERN VISAYAS MEDICAL CENTER IN  
CONNECTION WITH THE POST RESIDENCY RETURN SERVICE**

WHEREAS, the Department of Health is deploying physicians who have recently finished their residency training program in the Department of Health Teaching and Training Hospital as human resource compliment in government hospitals;

WHEREAS, Dr. XZ P. Cruz agrees to render post-residency return service at the DCGNPH as part of the requirement of the said residency training program;

WHEREAS, this Honorable Body, finding the need of a Medical Officer to be assigned at the Dr. Catalino Gallego Nava Provincial Hospital who will provide specialty health care and augment medical human resource requirement, is willing to hire XZ P. Cruz, MD on the terms, conditions and stipulations set forth in the Memorandum of Agreement for Post Residency Return Service presented before it;

NOW THEREFORE, on motion of Honorable Josefina G. de la Cruz and duly seconded by all members;

THE 9<sup>TH</sup> SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

**CONTACT US: —**



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ospguimaras@gmail.com



ProvinceofGuimaras

RESOLVED, to authorize Governor Samuel T. Gumarin, MD, MPH to sign for and in behalf of the provincial government the following:

**MEMORANDUM OF AGREEMENT  
FOR POST-RESIDENCY RETURN SERVICE**

**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT is entered into by and among:

The DEPARTMENT OF HEALTH (DOH), a government agency created and existing under the laws of the Republic of the Philippines, with principal office located at San Lazaro Compound Sta. Cruz, Manila herein represented by **MARLYN W. CONVOCAR, MD, MPH, CESO III**, in her capacity as the Director of Center for Health Development- Western Visayas, and herein referred to as the "DOH";

AND

The PROVINCE of Guimaras, Philippines, a local government unit (LGU) duly created and existing under the laws of the Republic of the Philippines, herein represented by **GOV. SAMUEL T. GUMARIN, MD, MPH**, with principal address at Jordan, Guimaras, and hereinafter referred to as the "LGU";

AND

**DR. CATALINO GALLEGOS NAVA** PROVINCIAL HOSPITAL with principal address at Brgy. San Miguel, Jordan, Guimaras and herein represented by **SHEILA D. GUMABONG, M.D.**, in her capacity as OIC- Chief of Hospital, and hereinafter referred to as the "Recipient Hospital";

AND

**XZ P. CRUZ, MD**, a Resident Physician of WESTERN VISAYAS MEDICAL CENTER, INTERNAL MEDICINE DEPARTMENT located at Q. Abeto St., Mandurriao, Iloilo City, assigned in the Province of Guimaras as part of the Post Residency Return Service, and hereinafter referred to as the "Resident";

AND

WESTERN VISAYAS MEDICAL CENTER with principal address at Q. Abeto St., Mandurriao, Iloilo City and herein represented by **JOSEPH DEAN L. NICOLO, MD, FPSGS, FPCS**, in his capacity as Medical Center Chief II, and hereinafter referred to as the "Sending Hospital."

**WITNESSETH**

WHEREAS, Republic Act No. 7160, otherwise known as the Local Government Code (LGC) of 1991, states that the functions and responsibilities for the delivery of basic health services and other related facilities have been transferred from the DOH to the LGU;

WHEREAS, EO No. 102 mandates the Department of Health to provide assistance to local government units in effectively implementing programs, projects and services for the provision of health care services to every Filipino;

WHEREAS, the LGU is in dire need of a Medical Officer (MO) III/IV who will provide specialty health care and augment the medical human resource requirement in the area;



WHEREAS, to ensure availability of skilled health professionals who can deliver quality health care services in priority poor and underserved areas, the DOH shall deploy physicians who recently finished the residency training program in DOH Teaching and Training Hospital as human resource complement in government hospitals in priority underserved areas;

WHEREAS, XZ P. CRUZ, MD agrees to render post-residency return service at DR. CATALINO GALLEGOS NAVA PROVINCIAL HOSPITAL as part of the requirements of the residency training program pursuant to Administrative Order No. 2015-0021, and the latter is willing to accept such service.

NOW, THEREFORE, for and in consideration of the foregoing premises, by mutual consent, the parties do hereby enter into this covenant with the terms and conditions hereof under stipulated:

**SECTION I. The DOH, through the Centers for Health Development (CHD) shall:**

1. Identify potential recipient hospitals / validate requests of potential recipient hospitals;
2. Submit list of approved recipient hospitals to Health Human Resource Development Bureau (HHRDB) and sending hospitals within the region;
3. Submit to HHRDB and sending hospitals the approved list of deployed residents and corresponding hospitals of assignment;
4. Conduct social preparation of LGU and recipient hospitals;
5. Conduct pre-deployment orientation of residents in coordination with the sending hospitals;
6. Facilitate processing of Memorandum of Agreement prior to deployment;
7. Endorse the residents, through the Development Management Officers, to the LGUs and recipient hospitals;
8. Regularly coordinate with both sending and recipient hospitals for monitoring and evaluation of the residents;
9. Designate a post-residency deployment point person within the CHD to document, validate, address, and provide feedback on all issues/concerns related to deployment;
10. Provide technical assistance to the recipient hospitals in establishing a residency training program in major specialties;
11. Maintain database of deployed physicians and recipient hospitals within the region; and
12. Facilitate the processing of MO IV items of deployed residents. DOH, through the Medical Pool Placement and Utilization Program (MPPUP), shall provide the MOIV items in case both the sending and recipient hospitals have no available items.

**SECTION II. The Sending Hospital shall:**

1. Select applicants for residency who meet the minimum eligibility requirements with a preference to those who intend to practice in a rural and underserved area;
2. Implement and monitor the accredited residency training programs based on the standards set by the Specialty Boards and the Professional Regulatory Board of Medicine;
3. Facilitate the Contract of Residency Training of accepted residents;
4. Maintain database of accepted residents and their corresponding fields of training, expected date of completion of training, and preferred area of deployment. These data, including the number of filled and unfilled medical officer and medical specialist positions, should be forwarded to HHRDB regularly;
5. Match residents to deployment areas based on set criteria;
6. Endorse the list of graduating residents to CHD at least three (3) months prior to deployment. Details on the preference of hospital of deployment and the number of required months of service should be included;

7. Issue a provisional Certificate of Completion of Residency Training Program for purposes of allowing the resident physician to take the specialty board exam while on deployment;
8. Process MO IV appointments of residents during deployment. Unfilled MO IV items of the hospital will be used for the provision of salaries and benefits of the deployed physicians;
9. Coordinate closely with the recipient hospitals and CHDs for the monitoring and evaluation of the deployed residents;
10. Process the monthly salaries of the residents upon submission of the signed daily time records (DTR);
11. Facilitate referrals of the deployed residents;
12. Conduct regular consultations with residents and key stakeholders for the improvement of the post-residency deployment program;
13. Attend Program Implementation Review / consultative meetings conducted by DOH-HHRDB and CHD;
14. Evaluate the capabilities of the recipient hospitals in establishing a residency training program in major specialties and provide the necessary assistance;
15. Submit to HHRDB the list of residents who are due for issuance of the final DOH Certificate of Completion of Residency Training. Pre-requisites for the issuance of such include:
  - a. Certificate of Completion of Return Service issued by the recipient hospital; and
  - b. Clearance from hospital liabilities/obligations issued by the sending hospital;
16. Release terminal pay of the residents upon completion of return service.

**SECTION III. Recipient Hospital / Local Government Unit shall:**

1. Submit a request for needed physician complement according to the prescribed Organizational Structure and Staffing Pattern of the recipient hospital signed by the Chief of Hospital and Local Chief Executive;
2. Sign a Memorandum of Agreement in relation to the conduct of the post residency deployment program and comply/implement the stated provisions;
3. Conduct necessary orientation of deployed resident;
4. Process MO IV appointments of residents during deployment. If the sending hospital has no available MO IV item, unfilled MO IV items of the recipient hospital will be used for the provision of salaries and benefits of the deployed physicians;
5. Evaluate and monitor the performance of the deployed physician. The Chief of Hospital will sign the monthly DTR as the immediate supervisor;
6. Provide the deployed resident with Philhealth Capitation Share equal to that of the hired physicians of the hospital;
7. Ensure safety and security of the deployed resident;
8. Allow the resident time-off to take the required specialty board exams and attend Continuing Medical Education (CME). The LGU should provide per diems and transportation expenses to the deployed resident during attendance to CMEs;
9. Provide modest board and lodging, outside the hospital premises, where the resident can stay when he/she is off-duty;
10. Issue a Certificate of Completion of Return Service at the end of the deployment period and upon clearance from any hospital liabilities;
11. Endeavor to retain the deployed physician(s) by providing employment and other incentive mechanisms;
12. Support the Health Facilities Enhancement Program of the DOH to upgrade physical conditions and services as necessary; and
13. Devise a mechanism to establish a residency training program initially for the major specialty programs.



**SECTION IV. The Resident shall:**

1. Fulfill the duties and functions of a Medical Officer IV, serving the designated hospital for 40 hours per week, from February 1, 2020 to January 31, 2021 or as stipulated in the Contract of Residency Training. Private practice or employment in another health facility is not allowed during the whole duration of deployment;
2. The deployed physician shall submit daily time records, leave applications, Individual Performance Commitment and Reviews (IPCRs) and other administrative documents / reports for purposes of compensation, program monitoring and evaluation based on the prescribed schedule as required by the recipient hospital, sending hospital, CHD, and HHRDB;
3. The resident shall be accountable for his/her actions as a licensed physician. He/she should refer cases which are beyond his/her capacity to a higher facility; and
4. The resident shall provide technical assistance to further upgrade the capability and skill of the clinical department he/she is assigned to. Likewise, provide assistance in the establishment of an accredited residency training program.

**SECTION V. ALL PARTIES FURTHER AGREE THAT:**


1. This Agreement shall not be amended or modified without the consent of the contracting parties;
2. This Agreement shall take effect immediately upon signing hereof and shall remain in force and in effect until revoked, modified, or amended accordingly; and
3. The Resident shall be pulled out from his/her area of assignment should the Local Government Unit fail to comply with the provisions stipulated or where there is grave threat to his/her personal safety.

In view of the foregoing covenants, the parties hereto mutually bind themselves the full responsibility and accountability to the stipulated conditions contained herein.


RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Dr. XZ P. Cruz, DCGNPH, Western Visayas Medical Center and all other concerned offices for information and appropriate action.

APPROVED: February 11, 2020.

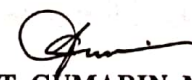
I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 9<sup>th</sup> Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on February 11, 2020.

  
**LORENA MINIERVA-ITUCAS**  
 Secretary to the Sangguniang Panlalawigan

Attested:

  
**DIOSDADO G. GONZAGA**  
 SP Member  
 Temporary Presiding Officer

Approved:

  
**SAMUEL T. GUMARIN, MD, MPH**  
 Governor