

**MEMORANDUM OF AGREEMENT
FOR RESIDENCY/ FELLOWSHIP TRAINING PROGRAM**

KNOWN ALL MEN BY THESE PRESENTS:

This Agreement is entered into by and between:

The **NATIONAL CENTER FOR MENTAL HEALTH**, a tertiary-level hospital and a designated National Specialty Center for Mental Health by the Department of Health, with postal address at Nueve de Pebrero Street, Brgy. Mauway, Mandaluyong City, 1553 and herein represented by its **Medical Center Chief II, NOEL V. REYES, MD, FPPA, MMHoA**, and hereinafter referred to as the "**SENDING HOSPITAL**"

and

The _____, a training hospital, duly organized and existing under and by virtue of the Republic of the Philippines, with postal address at _____, and herein represented by its Medical Center Chief, _____, and herein referred to as the **RECEIVING HOSPITAL**;

and

Dr. _____, Filipino, of legal age and a resident of _____ employed as _____ of the National Center for Mental Health and herein referred to as the **RESIDENT/ FELLOW**.

All individuals/entities collectively referred to as "PARTIES".

- WITNESSETH: THAT -

WHEREAS, the **SENDING HOSPITAL** is mandated by Republic Act No. 11036, otherwise known as the "Mental Health Act," to transform its structure by establishing programs that emphasize research, training, and rights-oriented care for psychiatric, neurologic, and psychosocial conditions

WHEREAS, the **SENDING HOSPITAL** desires to improve the quality of its healthcare services which can be achieved by sending its employee(s) to other accredited training institutions to participate and complete their residency or subspecialty training programs;

WHEREAS, the **RECEIVING HOSPITAL** offers an accredited RESIDENCY/ FELLOWSHIP TRAINING PROGRAM in the field of _____ to qualified or selected physicians, to be trained by a full complement of experienced psychiatrists in the said field/discipline;

WHEREAS, the **RECEIVING HOSPITAL** agrees to accept the affiliation and training of the RESIDENT/ FELLOW for professional learning and development under its well-established and accredited Residency/ Fellowship Training Program in _____.

NOW, THEREFORE, for and in consideration of the foregoing premises, the contracting parties do hereby mutually agree on the following:

ARTICLE I – DUTIES AND OBLIGATIONS OF THE PARTIES

Section 1. The **SENDING HOSPITAL** shall:

- a) Send an applicant for residency/ fellowship training who meet the minimum eligibility and qualification requirements set by the RECEIVING HOSPITAL;
- b) Endorse and temporarily assign the RESIDENT/ FELLOW PHYSICIAN, through the Human Resource Management Office, to the RECEIVING HOSPITAL after his or her appointment and signing of the Return Service Agreement.
- c) Relinquish administrative supervision and control over the RESIDENT/ FELLOW PHYSICIAN to the RECEIVING HOSPITAL during the period of residency training program, except for the authority to discipline the employee upon the recommendation of the latter;

- d) Maintain the database of accepted RESIDENT/ FELLOW and their corresponding field of training and expected date of completion of training;
- e) Coordinate closely with the RECEIVING HOSPITAL for the monitoring and evaluation of the performance of the RESIDENT/ FELLOW; and,
- f) Process the monthly salaries of the RESIDENT/ FELLOW upon submission of the signed Daily Time Records (DTR) or its equivalent.

Section 2. The RECEIVING HOSPITAL shall:

- a) Provide the SENDING HOSPITAL a letter stating its acceptance of the RESIDENT/ FELLOW to undergo the residency/ fellowship training program in _____;
- b) Supervise, evaluate, and monitor the performance of the RESIDENT/ FELLOW PHYSICIAN in accordance with the rules, standards, and guidelines established by the Department of the RECEIVING HOSPITAL.
- c) Make its employees, facilities, equipment, and machinery available for the duration of the residency/ fellowship training program.
- d) Provide the SENDING HOSPITAL with a report on the RESIDENT/ FELLOW PHYSICIAN's performance, including but not limited to the following: punctuality and attendance to duties, approval of leave requests, evaluation of the latter's performance in relation to the training program requirements, and grant authority to exercise other acts necessary to effectively supervise the employee.
- e) Provide the monthly DTR, or its equivalent, of the RESIDENT/ FELLOW PHYSICIAN signed by the immediate supervisor and by any of its authorized officers.
- f) Issue a Certificate of Completion at the end of the residency/ fellowship training program and upon clearance from any hospital liabilities.

Section 3. The RESIDENT/ FELLOW shall:

- a) Fulfill the duties and responsibilities as a Resident/ Fellow of the RECEIVING HOSPITAL;
- b) Obey and adhere to the policies, practices, rules, and regulations of the RECEIVING HOSPITAL and the Department/ Section where Resident/ Fellow is receiving training;
- c) Participate fully in the educational and scholarly activities of the training program, including compliance with research activities as assigned by the Head of the Department/ Section and/or as necessary for the completion of the requirements of the training program;
- d) Submit to NCMH Human Resource Management Office DTRs, 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 SENDING HOSPITAL;
- e) Upon completion of the training program, report back to the SENDING HOSPITAL to render return of service obligation.
- f) In case of resignation, or other cause of separation, or default within period stipulated of the grant, refund/ reimburse to the SENDING HOSPITAL the amount equivalent to the total expense of the training grant, including salaries received during the said period.

ARTICLE II – TERMS OF THE RESIDENCY/ FELLOWSHIP TRAINING

Section 1. The TERMS OF THE RESIDENCY/ FELLOWSHIP TRAINING shall be as follows:

- (a) Once accepted by the RECEIVING HOSPITAL, the RESIDENT/ FELLOW PHYSICIAN shall remain under the sponsorship of the SENDING HOSPITAL for the duration of its training program, beginning from the date of endorsement, without further extension;
- (b) The continuation of the RESIDENT/ FELLOW PHYSICIAN under the training program is dependent on his/her performance as evaluated by the Training Committee of the said Department of the RECEIVING HOSPITAL, through a standard performance evaluation system, the mechanics of which shall be communicated to the former prior to the start of the training.
- (c) The RECEIVING HOSPITAL may terminate the training even before the period expires if the RESIDENT/ FELLOW PHYSICIAN's performance is found to be poor/unsatisfactory, or for tardiness and absenteeism concerns, mental or physical unfitness, or failure to meet the standards of medical ethics and behavior, as defined by applicable rules and regulations.

Section 2. If the RESIDENT/ FELLOW PHYSICIAN completes, resigns, or is otherwise dismissed from the training program, he or she must report to the SENDING HOSPITAL

immediately to begin return service. In the event that the training program is not completed, only a Certificate of Attendance will be issued by the RECEIVING HOSPITAL.

ARTICLE III – NATURE AND CONSEQUENCE OF THE AGREEMENT

Section 1. The RECEIVING HOSPITAL and the RESIDENT/ FELLOW PHYSICIAN of the SENDING HOSPITAL expressly agree and understand that the relationship between them is purely and simply that of a trainer and trainee, with no compensation or other monetary benefits; thus, they do not have an employer-employee relationship. Therefore, it is a joint, non-profit, cooperative venture with mutual assistance and benefit from both parties in order to achieve their common goals.

Section 2. In relation to the previous section, the RECEIVING and SENDING HOSPITALS agree that no affiliation and training fees shall be collected by either institutions.

Section 3. In the event of damages or losses to the equipment, facilities, or machineries of the RECEIVING HOSPITAL, the RESIDENT/ FELLOW PHYSICIAN to whom such are assigned shall be held personally responsible, unless it can be demonstrated or proven through a proper investigation that the RESIDENT/ FELLOW PHYSICIAN was not negligent.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Section 1. All parties agree that this Memorandum of Agreement shall not be altered or modified without the agreement of all parties. Either party may terminate participation in this Agreement by providing thirty (30) calendar days' advance written notice to the other party of its intent to terminate.

Section 2. This Agreement shall become effective immediately upon signing and shall remain in full force and effect until rescinded, changed, or otherwise amended.

Section 3. In the event that any part of this Agreement is deemed unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and shall be enforceable according to its terms.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this __ day of _____, 20__ at the City of _____.

NATIONAL CENTER FOR MENTAL HEALTH _____
By: By:

RESIDENT/ FELLOW

NOEL V. REYES, MD, FPPA, MMHoA
Medical Center Chief II
(Sending Hospital)

MEDICAL DIRECTOR
(Receiving Hospital)

In the Presence of:

**BEVERLY A. AZUCENA, MD, FPPA,
MMHoA, IFAPA**
Chief, Medical and Professional Staff II
Hospital Service
National Center for Mental Health
(Sending Hospital)

**Department Head
(Receiving Hospital)**

**TERESA ROSALIE D. DEL VALLE, MD,
FPPA, MMHoA**
Chief, Professional Education, Training and
Research Office
National Center for Mental Health
(Sending Hospital)

**Chief, Professional Education, Training and
Research Office
(Receiving Hospital)**

ELY H. ESPINOSA, JR. Rpm, MMHoA
Chief, Human Resource Management Office
National Center for Mental Health
(Sending Hospital)

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _____ S.S

BEFORE ME, on this _____ day of _____, 2021, in the city of _____, Philippines, personally appeared the above-mentioned parties with their corresponding any valid Government ID:

NAME	Government ID	Date of Issue
NOEL V. REYES, MD, FPPA	NCMH ID/ 10566	

WITNESS MY HAND AND SEAL, this _____ day of _____, 2023, in the City of Mandaluyong, Philippines.

Notary Public

Doc No. _____
Page No. _____
Book No. _____
Series of 20__.