傳遞方式:紙本寄送

### 外交部亞東太平洋司 轉電表

11558

台北市南港區忠孝東路6段488號

受文者:衛生福利部

發文日期:中華民國105年3月28日 發文字號:亞太六字第10504138310號

速別:普通件

密等及解密條件或保密期限:

附件:如文

機關地址:臺北市凱達格蘭大道二號

承辦人:張庭瑄 電話:02-23805401

子信箱: thchangOlemofa.gov.tw 總收文 民國 105.3,29 收到

國字



主旨:檢送駐菲律賓代表處本(105)年3月16日第PHL0188號電報(事由:呈報本處與菲國衛生部討論我醫療團來菲義診相關手續問題事)影本含附件共9頁(雙面,不含本頁),敬請參考並協助周知各醫院有關赴菲義診相關手續,至紉公誼。

正本:衛生福利部

副本:

打



機密等級: (保密期限:至 年 月 日解密;解密條件: 洩露、交付、毀棄、損壞、隱匿或遺失國家機密,依法宪辦。

### 駐菲律賓代表處電報

專號:PHL 0188

第1頁

日期:105/03/16 方式: E F 本電:電文4頁, 附件12頁, 共16頁

接辨 批示

事由:呈報本處與菲國衛生部討論我醫療團來菲義診相關手續問題事。

外交部鈞鑒 (醫療合作案):本處第0164號電計蒙 鈞察。

一、義診問題:謹查我國路竹會、羅東聖母醫院及嘉義基督教醫院等團體常年不定期組團來菲義診,展現我NGO團體參與國際人道援助之熱忱,菲國政府及人民對此咸表感謝。惟過去我義診團多未能遵照菲國相關醫療法令申請來菲行醫,亦未按規定申報通關,觸及我義診在菲法律責任問題。本處政務組禁組長強華及郭秘書卉蓁奉示於本(3)月15日拜會衛生部國際合作署(Bureau of International Health Cooperation, Department of Health, DOH-BIHC)處長 Maylene M. Beltran,設法簡化相關手續,以利我團遵守。

## 二、申請義診手續依序如次:

- (一)申請特別臨時行醫許可(Special Temporary Permits, STPs): 需時約一個月,由義診園或在菲合作團體向 Professional Regulation Commission申請,所需文件請詳附件一。BIHC 允諾協助縮短作業時間至10天。
- (二)申請行醫核准:向BIHC申請,<u>需時約一個月</u>,所需文件如附 件二。

機密等級: (保密期限:至 年 月 日解密;解密條件: 洩露、交付、毀棄、損壞、隱匿或遺失國家機密,依法究辦。

## 駐菲律賓代表處電報

專號:PHL 0188 第2頁

- (1) letter of Request:由義診團或在菲合作團體向 BIHC 具函敘明行醫類別(一般醫療、手術、牙科等)、行醫地點時間、團員名單及專業類別等。
- (2) STPs 影本。

- (3) Letter of Acceptance/Confirmation from Local government: 行醫地域所及之地方政府出函接受我團義診,列述醫療團行醫地點、日期、醫療團成員名單等。
- (三)事後提出報告(Post Mission Report):義診後 15 天內提出報告,列述醫療人數及行醫概況等。
- (四)申請通關許可:倘醫療團需先行以海空運送來器材及藥品, 則須另行檢送相關文件(詳附件二第二頁),送請衛生部食品 及藥物管理局(FDA)核准通關(Clearance)。惟倘醫療團之醫 療用品皆隨團入境,則無需事先送請 FDA 核准通關,惟須將 攜帶藥品及器具詳列清單,檢同前述義診文件於入境通關時 核對。
- 三、本處向菲方爭取簡化相關手續,以便我義診團體配合遵守。B 處長答稱:
- (一)伊對我國義診團體長期在菲義舉深表感激,惟倘外國醫療團體未能依照法念申請在菲行醫,可能產生醫療糾紛。倘無 STPs 行醫,則如同無照行醫,行醫者將受刑事處分。菲國每年另接受美、日、韓等國醫療團來菲義診,渠等皆依規定申請在菲行醫許可。海燕風災為唯一例外(此因海燕風災後菲國接受143個外國醫療團體援助,為爭取時效,Aquino總統特別准許免除行醫許可申請。B處長基於職責所在,請我醫療團體遵

機密等級: (保密期限:至 年 月 日解密;解密條件: 洩露、交付、毀棄、損壞、隱匿或遺失國家機密,依法宪辦。

# 駐菲律賓代表處電報

專號:PHL 0188 第3頁

守規定申請在菲行醫許可(STPs),伊允諾盡力助我縮短申請 時程。

- (二)倘我醫療團係經常或定期來菲義診 伊建議我團考慮與當地 醫院簽署合作備忘錄(MOU),由在菲合作醫院向 BIHC 申請, 亦有助於縮短申請時程。
- (三)鑒於各國醫療團多由在菲之合作團體或非政府間組織(NGO)協助申請行醫許可及在地核准(confirmation from local government),BIHC歡迎我醫療團及在菲合作團體與其聯繫,並提供相關主管機關聯繫窗口供我運用如下:
  - (1)衛生部國際合作署(DOH-B IHC)
    - 申請須知諮詢信箱:fsmm.doh@gmail.com
    - Dr. Joel Hernandez Buenaventura
       Chief Health Program Officer, International
       Relations Division, DOH-BIHC
       TEL:632-651-7800#1301/1339
    - Dr. Judith Sugay
       Foreign Surgical and Medical Mission(FSMM)
       E-mail: jsugay. bihc@gmail.com
    - Ms. Evelyn Mendoza
       Foreign Donation accompanying FSMM
       E-mail: emendoza. bihc@gmail.com
  - (2) Profession Regulation Commission(PRC)
    - Ms. Sarah Ducat
       International Affairs Division:

機密等級: (保密期限:至 年 月 日解密;解密條件: 洩霉、交付、毀棄、損壞、隱匿或遺失國家機密,依法宪辦。

### 駐菲律賓代表處電報

專號: PHL 0188 第4頁

TEL:63-2-310-0019

Http://www.prc.gov.ph/international/?id=35

四、以上,併呈拜會照局兩幅、STPs申請表及須知(附件一)、菲衛生部提供之申請手術及行醫所需文件須知 (附件二)、合作備忘錄樣本(附件三)乙全份,敬祈 鑒察並賜轉來菲義診團體參考配合。

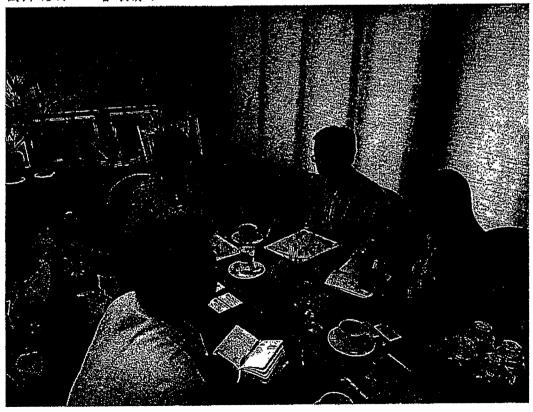
駐菲律賓代表處(政務組郭秘書卉蓁)

# MOFA

圖片說明一:由左至右分別為衛生部國際合作署科長 Joel Buenaventura、科長 Allan Evangelista、處長 Maylene M. Beltran



圖片說明二:會議情形



#### Checklist of Requirements for the Application of Special Temporary Permits (STPs)

Letter of Request for the issuance of STP with undertaking that no fees shall be charged to patients. The letter must indicate the specific date; venue and type of humanitarian mission (medical, surgical, dental). Please address letter to:

Hon. Teofilo S. Pilando, Jr. Chairman
Professional Regulation Commission
P. Paredes St. cor. Morayla St.
Sampaloc, Manila

Tel. (632) 3100026 Telefax (632) 7354476 www.prc.gov.ph

- Copy of applicant's valid passport as proof of citizenship
- Authenticated Copy of valid professional license issued from the country of origin with official English translation, if necessary.
- Duly accomplished and notarized STP application form





### **Professional Regulation Commission**

### APPLICATION FOR SPECIAL TEMPORARY PERMIT

								Passport Size ID
INSTRUCTION:								Picture of the
This application must be accomplished by the applicant or duly authorized representative.								Applicant with COMPLETE NAME
Any false statement is subject to legal prosecution.  Category of STP applied for: Profession: Date of Filing:							Tag in plain white background	
Part I - Personal Data	T			Matemal	Name:			
Sumame:	1	Given Name:						Visa / Nature of Stay
Place of Birth	Date of Birth		A NO.		ndery (5		Status	Date of Arrival
Place of Bird   Period of Stay							Period of Stay	
Home address / country of origin:	LIL	Frank week	philic	Maillid Markey	· A A	LL		
Contact number or E-mail Address:								
Name and Address of Sponsoring/	Company/Institu	tion in the Philippin	es: (I	f Applicable)				
	•							
Contact number or E-mail Address								
						-4	4.0 f	→ NO  YES
Have you ever been accused or, indicated, fined or convicted by any count of law, minutely wholished or accused the complaint, if still pending.								
Title/ Degree Received	College/	University Graduat	ed	Date De	gree Conferre	ed	Hono	rs, Distinctions or vards Received
			,	<del>                                     </del>				AUGO I TOODIS OF
	_							
Part III - Specialization (St	1. 1	-1ds of nacelalization		noist studies or o	nurses taken	`	<u> </u>	
Part III - Specialization (St	ne oneny your i	elos of specializati	лі, э <u>р</u>	ECORI SILVINOS DI C	ADDIGED PARCEL	<i></i>		
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De 4 0/ 1 Second Chiefe		( Lineana Oblainari	in the	- Philippines				
Part IV - License/s Obtain Title of License	eu (inclusive o	Jurisdiction		г парралосу		/ Certificat	ion	Date Issue / Validity
					N	umber		
*								
Part V – Experience and T	raining Positio	n Held	г-		Employer			Country or State
04.44 47.4517.144								•
	,		T					
			<del>                                     </del>					
Part VI- Sponsoring/Comp	any/ Institu	tion Profile	Ĺ					
				emment institutions Action Take Amount:			by the Cashier	
Nature of Business:				O.R. No.:				
Date:								
Authorized Representative: Part VII- Acknowledgment	i i i	FEET	M	<b>6</b> j	ig i			
I HEREBY CERTIFY that the a	bove informat	ion written by	1	SUBSCRIBED	AND SWO	RN to be	fore me affia	nt exhibited to me
and any the transfer of my knowledge and halief the anglicant's passanot as indicated hereunder								
And further authorize PRC and other government agencies to investigate the authenticity of all the documents presented.  Passport Number:  Place of Issue:  Place of Issue:								
				Carried St. 1998 St.				
Signature of Applicant:/Authorized Representative				Place and Date of Acknowledgement:				
When and Where Prepared			Notary Public					

# Assessment and Evaluation of Requirements for Issuance of Special Temporary Permit (FOR PRC PERSONNEL ONLY)

	A. Special Temp	porary Permit Unit (Internationa	il Affairs Division)
	Category A	Foreign professionals applying international agreement.	for registration with or without examination under reciprocity or other
	Category B	Foreign professionals to practic agreements.	e a profession in the Philippines under reciprocity or other internations
	Category C	Foreign professionals who are t venture, or foreign assisted proj	o be engaged by the Government as Consultants in foreign-funded, jo jects
	Category D	·	be employed by local and foreign private firms or institutions pursuant
	Category E	Foreign health professionals for	humanitarian mission for a limited period of time
	Category F	Foreign Professionals under P.I. Respective Professions in the P	D. No. 541, "Allowing Former Filipino Professionals to Practice their
		ilcable to all categories	A' Otto
2. [ ] Ph	otocopy of valid pas	ssport as proof of citizenship, ider	itification of visa issued proof of entry in the Philippines; d required by the professional regulatory law; and
	yment of prescribed		
Addition Category	ial requirements fo A	or:	
	ly authenticated co requirements for and contemplated	registration or licensing from the	nt or law of the state/country of the applicant showing that the country of origin are substantially the same as those required with official English translation thereof, when necessary;
2. [ ] Dul			ropriale government office/agency of the foreign country/state certifyin
Category	В		in, with official English translation thereof, when necessary.
1. [ ] Du	requirements for re and contemplated	registration or licensing from the	nt or law of the state/country of the applicant showing that the country of origin are substantially the same as those required with official English translation thereof, when necessary;
2. [ ] Dui			propriate government office/agency of the foreign country/state certify in, with official English translation thereof, when necessary.
Category			
1. [ ] Cop	professional indica	ating the Terms of Reference, na	oraridum of Agreement between the government agency and the forei ature of consultancy, period, scope and project details. (In case of jo ties thereto shall submit the application); and
2. [ ] Dul Category	that the applicant i		propriate government office/agency of the foreign country/state certifying, with official English translation thereof, when necessary.
	y of the contract of	employment, consultancy agree gagement of the foreign profession	ment or service contract including project details, scope of works, national; and
, , ,	the applicant is a r		propriate government office/agency of the foreign country/state certifyl Ith official English translation thereof, when necessary.
Category  1. [ ] Lett	er request address of humanitarian m		of Special Temporary Permit to the foreign professional for the condit no fees will be charged. The letter must indicate the venue and t
2. [ ] Duly	authenticated cop	•	e/s issued in the country of origin, with official English
Category	F	•	
1. [ ] Pass	sport showing name filing of the applica		entry in the Philippines which must be within six (6) months before the
	ly authenticated o		License/Certificate of Registration/Permit in the adopted country, w
4. [ ] Four	official English tra (4) Passport size II	anslation thereof, as applicable D pictures.	; and
Processed		Verified b	y:
	B. ACTION TAKEN	HEY THE PROFESSIONAL REG	LATORY BOARD OF FOR
	Board Resolution		DI STP ID
No.	F	Reg. No	ID No Expiration Date:
	Approved	☐ Disapproved Remark	S:
•	Chairm	an	Vice Chairman
Date:			

QFD-IAD-STP-01 Rev. 00 February 25, 2015 Page 2 of 2

### Documentary Requirements for the conduct of Foreign Surgical and Medical Missions

Letter of Request Indicate type (medical, surgical, dental), date and exact venue of mission. Please address the letter to:

MS. MAYLENE M. BELTRAN, MPA, CESO III

Bureau of International Health Cooperation

- □ Special Temporary Permits (STPs)\*
  Provide scanned copies of STP Resolutions as issued by the Professional Regulation Commission.
- □ Letter of Acceptance/Confirmation from Local Partner
  Confirm to DOH BIHC the place, date, time and duration of mission. Include a list of all members of the mission. Please address the letter to:

MS. MAYLENE M. BELTRAN, MPA, CESO III Director IV Bureau of International Health Cooperation

□ Post Mission Report
Submit to DOH Representative (Regional Office) a post-mission report within 15 days
after the mission for onward transmittal to DOH-BIHC



# Checklist of Requirements for FDA Clearance of Imported Pharmaceutical Products for Donation

	Endorsement from the Bureau of International Health Cooperation with the following attachments:    Authenticated Deed of Donation (Philippine Embassy/ Philippine Consulate)   Shipping documents such as Bill of Lading airway bill commercial invoice and packing list   Deed of Acceptance   Distribution Plan/ Allocation List of intended beneficiaries   The following, if applicable:   SEC Registration certificate of the recipient   DSWD License to operate as charitable organization/BIR tax exemption certificate   An authenticated document signed by both the donor and the donee indicating who will assume the responsibility of VAT payment   List of Drugs to be donated with the following required information:   Quantity per unit   Formulation   Copy of Labels including literature i.e., product information leaflet or package insert in English   Generic name/brand name, if any   Dosage forms/Strengths   Storage Conditions   Batch/lot number   Expiry date (Not less than 12 months from the date of arrival)   Name and address of manufacturer
	☐ Name and address of manufacturer
3.	Certificate of Analysis and Certificate of Free Sale in the country of origin, if available
4.	Proof of Payment (P510)

Note:

The clearance for the entry of imported donated drug products in the Philippines does not mean that the products may be used and distributed to its intended beneficiaries. For purposes of ensuring the products' safety and quality, the said products shall be registered with the Food and Drug Administration prior to distribution.



# MEMORANDUM OF UNDERSTANDING CONCERNING COOPERATION IN THE FIELD OF HEALTHCARE AND HOSPITAL MANAGEMENT BETWEEN THE

GOVERNOR CELESTINO GALLARES MEMORIAL HOSPITAL AND DR. JOSE FABELLA MEMORIAL HOSPITAL AND THE TAIPE! HOSPITAL,

The Governor Celestino Gallares Memorial Hospital (GCGMH) and Dr. Jose Fabella Memorial Hospital (DJFMH) and the Taipei Hospital (TH) hereinafter referred to as the "PARTICIPANT"/ "PARTICIPANTS."

RECOGNIZING the need to strengthen amicable relations of the participants and pursuant to the Memorandum of Understanding between Manila Economic and Cultural Office (MECO) and Taiwan Economic and Cultural Office (TECO) concerning cooperation on Health;

DESIRING to cooperate on healthcare and hospital management matters on the bases of equality and mutual benefit;

HAVE REACHED the following Understanding:

# ARTICLE 1 OBJECTIVES

The Participants will, subject to the provisions of this Memorandum of Understanding (MOU) and their respective laws, rules, regulations and national policies, strengthen, facilitate, promote and develop cooperation and collaboration on healthcare and hospital management matters.

#### **ARTICLE 2**

#### SCOPE OF COOPERATION

The scope of this cooperation includes:

- a) Sharing of best practices in hospital operations and management;
- b) Research Development;
- c) Capacity building (study tour/frainings/technical exchanges);
- d) Provision of medical instruments and hospital equipment; and
- e) Any other cooperation that would be convenient and of mutual interest for the Participants.

#### ARTICLE 3

#### CONSULTATIONS AND NEGOTIATIONS

Differences between the Participants concerning the interpretation or application of any provision of this MOU will be settled amicably through mutual consultations or negotiations between the Participants through the MECO-TECO mechanism.

#### **ARTICLE 4**

#### FINANCIAL ARRANGEMENT

The Participants will discuss and mutually decide upon the financial arrangement necessary to cover the expenses for the implementation of the cooperative activities under this MOU through consultation on a case-to-case basis subject to the availability of funds and resources.

#### ARTICLE 5

#### MODIFICATION AND AMENDMENT

Either Participant may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision, modification or amendment accepted by the Participants will be reduced in writing and will form part of this MOU. Such revision, modification or amendment will come into effect in accordance with Article 6. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MOU prior or up to the date of such revision, modification or amendment.

### ARTICLE 6

#### **EFFECTIVITY**

This Memorandum of Understanding will take effect on the date of later written notification by the Participants that their respective domestic requirements for its effectivity have been complied with.

This Memorandum of Understanding will be in effect for a period of three (3) years, and will automatically be renewed for a similar period unless a Participant notifies the other, in writing, of its intention to terminate this Memorandum of Understanding at least three (3) months prior to its intended date of termination.

programs, activities and/or projects commenced or made	within framework of this MOU.				
IN WITNESS WHEROF, the undersigned, being duly organizations, have signed this MOU.	authorized thereto by their respective				
SIGNED at on this day of in the English language.	in the year				
For:	For				
GOVERNOR CELESTINO GALLARES MEMORIAL HOSPITAL :	TAIPEI HOSPITAL				
JOSE TEOFILO D. ARCAY, MD, FPCR, FUSP, MPA Medical Center Chief II	JIIN-CHYR HSU, MD Superintendent of Taipei Hospital Ministry of Health and Welfare				
DR. JOSE FABELLA MEMORIAL HOSPITAL:					
NESTOR F. SANTIAGO, JR, MD, MPHC, MHSA, CESO OIC- Medical Center Chief	III				

The termination of this Memorandum of Understanding will not prejudice the arrangements,

ANTONIO I. BASILIO

Signed in the Presence of:

Resident Representative Manila Economic and Cultural Office in Taiwan DR. GARY SONG-HUANN LIN Representative Taipei Economic and Cultural Office in the Philippines



### MEMORANDUM OF UNDERSTANDING CONCERNING COOPERATION ON HEALTH ISSUES

This MEMORANDUM OR UNDERSTANDING (MOU) made and entered into by and between

The TAIPER ECONOMIC AND CULTURAL OFFICE in the Philippines represented by HSIN-HSING WU, Ph. D., Representative, herein referred to as TRCO:

The MANILA ECONOMIC AND CULTURAL OFFICE in Taiwan represented by ANTONIO I. BASILIO, Resident Representative, heroin referred to as MECO;

WHEREAS, desiring to improve the health of the peoples of Taiwan and the Philippines, to promote mutual understanding and friendly relations, and to cooperate on medical services; and

WHEREAS, recognizing the advantages to be gained by their respective peoples from the implementation of such cooperation;

WHEREAS, the TECO and MECO wish to enter into this MOU for the purpose of setting forth their roles and responsibilities for joint collaboration and coordination in health implementation activities and referred to as the "PARTIES";

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties do hereby mutually agree as follows:

#### ARTICLE

#### Responsibilities of Parties:

The Parties shall designate respectively, a representative agency to implement this Memorandum. For TECO, the implementing agency is the Department of Health; and for MECO, the implementing agency is the Philippines Department of Health (Philippines-DOH).

#### Coordination and collaboration in health implementation activities

The fittlowing in configures shall provide collaboration and cooperation between the PARTIES and their representative agencies.

The Parties and for their representative agencies shall:

- a: Hold at least one meeting per year in Taiwan or the Philippines, for the planning of measures designed to improve health services and the training of medical staff;
- b. Promote and facilitate the exchange of experiences pertaining to health, including the areas such as but not limited to:
  - b.1. Communicable and emerging injectious diseases (e.g. tuberculosis, dengue fever HIV/AIDS, avian influence, and the like), in relation to the implementation of the International Fleatth Regulations (IIIR 2005) and the establishment of the national IHR focal points;
  - b.2 Non-communicable diseases (e.g. diabetes, cardiovascular diseases, cerebrovascular diseases, gout, hypertension) that will focus on changing behavioral risk factors (e.g. obesity, insufficient physical activity, poor diet and substance abuse, especially alcohol and cigarettes); and
  - b.3 Research and policy development
- c. Promote and facilitate the development of local health systems and foster good relationships and collaboration between and among academic institutions, hospitals, and non-governmental organizations, local government units and indigenous peoples in support thereof;
- d. Promote and assist the participation of the Parties in international activities concerning health and other health related activities;
- e. Promote medical services and personnel exchanges, including staff training in the area of medicine and health technology; and,
- Promote and facilitate cooperation with respect to social health insurance and health care financing.

#### ARTICLE II

#### Application of this MOU:

- The funding arrangement for any exchanges facilitated by virtue of this MOU shall be reviewed on a case-by-case basis.
- 2. Either Party may request consultation concerning this MOU through written notice.
- 3. This MOU shall enter into force from the date of signature by the l'arties.
- 4. Bither Party may terminate this MOU through the issuance of a written notice, three months in advance to the other Contracting Party.

### ARTIČLE III

#### Final Provisions

This MOU is to be interpreted harmoniously by the Parties, and nothing in this MOU. Is intelled to anicing or modify any other agreements.

It is the intention of the Parties, subject to availability of their respective funding for this purpose, to carry out, in good faith, their roles and responsibilities as described in this MOU. The Parties hereto may, upon mutual consent, amend, after, or modify this MOU by any instrument duly signed by the Parties.

IN WITNESS WHEREOF the undersigned signs this Memorandum in duplicate at Tripei this  $5^{th}$  day of December 2006 and in the English language.

Hsin-Hsing WU, Ph. D. Resident Representative

Tripei Economic and Cultural Office

Anionio L BASILIO

Resident Representative

Manila Economic and Cultural

Office

Witnessed by:

Sheng-Mou HOU, MD, M.P.H.

Minister

Department of Health

Francisco T. DUQUE III, MD, MSc

Secretary

Department of Health

. • .