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Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT

January 10, 2024

COMMITTEE ON EDUCATION

PRESENT:

HON. ARNEL T. ARUGAY	- Chairman
HON. IMOGEN CLAIRE M. CALLANGAN	- Member (via zoom)
HON. GRACE B. ARAGO	- Member
HON. CERENE PEARL T. QUILANG	- Member

GUEST:

HON. TIRSO V. MANGADA	- City Councilor
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RESOURCE PERSONS:

DR. MARCOS MALLILLIN	- TCPGH Head (via zoom)
DR. JOSEFINA CHUA	- CHO Head (via zoom)
MS. LEONORA SARIO	- UCV Representative (via zoom)

FOR THE PRESIDING OFFICER:

The committee met and deliberated on the referral:

COMMITTEE REPORT NO. 008-2024

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que on the draft Memorandum of Agreement between the Tuguegarao City Government and University of Cagayan Valley on the Related Learning Experience of its Student Affiliates for information and appropriate action.

FINDINGS:

1. Hon. Maila Rosario S. Ting-Que indorsed to the Ninth City Council the draft Memorandum of Agreement between the Tuguegarao City Government and University of Cagayan Valley on the Related Learning Experience of its Student Affiliates.
2. The partnership between the Tuguegarao City Government and University of Cagayan Valley (UCV) is guided by the Policies, Procedures and Guidelines of the Department of Health governing affiliation and training of students in Hospitals/Rural Health Units and other health agencies by the provisions of DOH-CHED Joint AO

No. 2013-0034 titled "*Policies and Guidelines on the Affiliation of Higher Education Institutions (HEIs) with Hospitals and other Health Facilities for the Training of students in Health Professional/Education.*"

3. UCV-College of Health is greatly beneficial to the people as it has made accessible its Health Allied Courses to students who wish to enrol the same, thus sparing them the inconvenience and additional expenses of taking such courses outside Tuguegarao City.
4. There shall be thirty-one (31) first year midwifery students who will be deployed at the Tuguegarao City People General Hospital (TCPGH) and City Health Office (CHO) who will render 8 hours a day every Fridays and Saturdays for 14 weeks.
5. The University of Cagayan Valley shall pay the fees of P100.00 per student, per Semester and Affiliation fee of 20.00 per student per eight (8) hours.

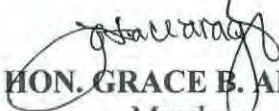
RECOMMENDATION:


Finding the terms and conditions of the Memorandum of Agreement (MOA) to be in order and beneficial to the constituents of Tuguegarao City particularly the students concerned, the committee recommends the approval of the Memorandum of Agreement between the Tuguegarao City Government and University of Cagayan Valley on the Related Learning Experience of its Student Affiliates and authorizing the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

Respectfully submitted:


HON. ARNEL T. ARUGAY
Chairman


HON. IMOGEN CLAIRE M. CALLANGAN
Member


HON. GRACE B. ARAGO
Member


HON. CERENE PEARL T. QUILANG
Member

DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND THE UNIVERSITY OF CAGAYAN VALLEY (UCV) ON THE RELATED LEARNING EXPERIENCE (RLE) OF ITS STUDENT-AFFILIATES AND GRANTING AUTHORITY TO THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE SAID MOA

WHEREAS, Section 22(c) of Republic Act No. 7160, otherwise known as the Local Government Code, grants the power to the Local Chief Executive to enter into contracts on behalf of the local government unit with prior authorization by the sangguniang panlungsod;

WHEREAS, in support to the endeavors of students studying Allied Health Courses in any school or university in Tuguegarao City, the Tuguegarao City Government allows students to undergo actual clinical experience at the Tuguegarao City People's General Hospital (TCPGH) and City Health Office (CHO), thereby helping them put to practice their learnings in school;

WHEREAS, the University of Cagayan Valley (UCV) has requested the Tuguegarao City Government on the related learning experience of its student-affiliates as part of their curriculum;

WHEREAS, it is necessary for UCV to enter into a Memorandum of Agreement (MOA) with the Tuguegarao City Government to make the MOA legally binding;

WHEREAS, the partnership between the Tuguegarao City Government and the University of Cagayan Valley (UCV) is guided by the Policies, Procedures and Guidelines of the Department of Health governing affiliation and training of students in Hospitals/Rural Health Units and other health agencies by the provisions of DOH-CHED Joint AO No. 2013-0034 titled "*Policies and Guidelines on the Affiliation of Higher Education Institutions (HEIs) with Hospitals and other Health Facilities for the Training of students in Health Professional/Education*";

WHEREAS, the City Mayor, Hon. Maila Rosario S. Ting-Que, indorsed to the Ninth City Council the above-stated MOA and requested for an authority to sign for and on behalf of the Tuguegarao City Government the said MOA;

WHEREAS, after a deliberation in a committee meeting held for the said purpose, the Committee on Education found the request to be in order and beneficial to the concerned students;

WHEREAS, after the approval of the concomitant committee report, the Ninth City Council during their 74th Regular Session held on January 16, 2024 deemed it proper and necessary to approve the herein resolution.

NOW, THEREFORE, RESOLVE as it is hereby **RESOLVED** to approve the Memorandum of Agreement (MOA) between the Tuguegarao City Government and the University of Cagayan Valley (UCV) on the Related Learning Experience of its Student-Affiliates and grant authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

RESOLVED FURTHER, to furnish a copy of this Resolution to the University of Cagayan Valley (UCV), for information and proper action.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **LOCAL GOVERNMENT UNIT OF TUGUEGARAO THROUGH THE TUGUEGARAO CITY PEOPLES GENERAL HOSPITAL AND THE CITY HEALTH OFFICE**, with principal office address at **TUGUEGARAO CITY, CAGAYAN**, represented by **HON. MAILA ROSARIO S. TING QUE** herein referred to as "**TCPGH and CHO- TUGUEGARAO**" as the **First Party**.

The **UNIVERSITY OF CAGAYAN VALLEY**, a private educational institution duly registered and existing under the laws of the Philippines, with campus and principal address at Balzain West Tuguegarao City, Cagayan represented by its President, **DR. ESTHER SUSAN N. PEREZ MARI**, and herein referred to as "**UCV**" as the **Second Party**.

WITNESSETH

WHEREAS the PARTNERSHIP is guided by the Policies, Procedures and Guidelines of the Department of Health governing affiliation and training of students in Hospitals/Rural Health Units and other health agencies and that the **LOCAL GOVERNMENT UNIT OF TUGUEGARAO THROUGH THE TUGUEGARAO CITY PEOPLES GENERAL HOSPITAL and THE CITY HEALTH OFFICE** shall be responsible and liable to the fullest extent for any violation of the provisions of **DOH-CHEd Joint AO No. 2013-0034** titled "**Policies and Guidelines on the Affiliation of Higher Education Institutions (HEIs) with Hospitals and other Health Facilities for the Training of students in Health Professional Education.**" Likewise, **UCV** shall strictly comply with the provisions of the above Administrative Order and any violation thereof shall be a legitimate ground for the cancellation of this **MEMORANDUM OF AGREEMENT**.

WHEREAS, the curricular offering of **UCV- COLLEGE OF HEALTH** is greatly beneficial to the people as it has made accessible such course to students who wish to enrol therein, thus sparing them the inconvenience and additional expenses of taking this course outside Tuguegarao City.

WHEREAS, quality education and health services are the primary concerns of the government, thus any undertaking calculated to enhance the promotion thereof in consortium with the private entity should be encouraged and supported.

NOW, THEREFORE, it is hereby agreed that **TCPGH and CHO- TUGUEGARAO** shall be responsible for the following:

1. Allow **UCV midwifery affiliates** undergoing Related Learning Experience (RLE) or Practicum to have free use of the facilities, equipment, apparatus and other paraphernalia of the **TCPGH and CHO- TUGUEGARAO**, provided that their use shall be properly authorized and supervised by the staff of the **TCPGH and CHO- TUGUEGARAO**;
2. Provide a conference area as a venue for all pre and post-conferences during the duration of the clinical/hospital exposure;
3. Encourage its heads, staff members and personnel deployed at **TCPGH and CHO- TUGUEGARAO** to lend their assistance to **UCV student-affiliates**;
4. **TCPGH and CHO- TUGUEGARAO** shall not be responsible for injuries that may be sustained by the students of the second party during the conduct of the training for acts or omissions attributable to the students or third persons and/or acts or events beyond the control of the first party;
5. Shall only allow student affiliates to rotate in the Non-COVID Areas;

UCV-COH shall be responsible for the following:

1. UCV shall submit the Clinical/Hospital Affiliation matrix of schedule with the official list of students and clinical instructors/preceptors;
2. UCV shall be directly and primarily responsible for the education, training and safety, and take full responsibility for its own students taking their clinical exposure in **TCPGH and CHO-TUGUEGARAO**;
3. UCV shall comply with all the laws, rules and regulations, issuances and policies governing such Related Learning Experience as may be prescribed and required by the COMMISSION ON HIGHER EDUCATION and other concerned government agencies. It shall be bound to observe and abide by the rules, policies & procedures of **TCPGH and CHO-TUGUEGARAO**;
4. UCV student affiliates shall observe decorum in **TCPGH and CHO-TUGUEGARAO** and shall obey and follow all instructions of **TCPGH and CHO-TUGUEGARAO** in so far as those instructions that relate to UCV students and their clinical/hospital practice therein;
5. The clinical exposure or training of UCV student-affiliates at **TCPGH and CHO-TUGUEGARAO** shall be for the duration they are required to do so based on the approved Clinical Rotation Plan for the current school year;
6. UCV shall be liable for damages incurred due to losses or breakage of equipment or machine as a result of the deliberate act or negligence of the student intern;
7. UCV shall pay the following fees:

User's Fee	P100.00/Semester/Student
Affiliation Fee	P20.00/8 hours/Student

The Memorandum of Agreement rests on the good faith and good will of both parties acknowledging that they have a common purpose of creating a good learning experience for the students and a better opportunity for transformed lives of children, families, and communities. In the unlikely event that any misunderstanding shall arise as to the interpretation of any of the provisions in this **MEMORANDUM OF AGREEMENT**, **THE PARTIES** hereby agree that the same shall be resolved similarly in good faith through dialogue and negotiation.

This AGREEMENT may be terminated at any time by both parties. In no case, however, that this AGREEMENT may be terminated by **TCPGH and CHO-TUGUEGARAO** alone.

This Agreement shall be for the period of _____ to _____ only.

IN WITNESS WHEREOF, the parties hereby set their hands this ___ day of ___, at Tuguegarao City.

**TUGUEGARAO CITY PEOPLES GENERAL
HOSPITAL and TUGUEGARAO CITY HEALTH
OFFICE**

UNIVERSITY OF CAGAYAN VALLEY

HON. MAILA ROSARIO S. TING QUE
Tuguegarao City Mayor
Party of the First Part

DR. ESTHER SUSAN N. PEREZ-MARI
UCV President
Party of the Second Part