

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

TENTH CITY COUNCIL

COMMITTEE REPORT NO. 13-10 - 2025

July 31, 2025

**Submitted by: COMMITTEE ON RULES, LAWS, AND ETHICS (LEAD)
COMMITTEE ON HEALTH AND SANITATION**

PRESENT:

HON. MARC ALDOUS C. BACCAY	- Chairman, Rules
HON. MARIA ROSARIO B. SORIANO	- Member,
HON. RONALD S. ORTIZ	- Member
HON. TIRSO V. MANGADA	- Member
HON. DENNIS RYAN G. AVILA	- Chairman, Health & Sanitation
HON. TIRSO V. MANGADA	- Vice Chairman
HON. MARIA ROSARIO B. SORIANO	- Member
HON. KARINA S. GAUANI	- Member

RESOURCE PERSON:

Atty. Gerome A. Pagalilauan	- Asst. City Legal Officer
Dr. Marcos M. Mallillin	- Chief of Hospital, TCPGH
Dr. Narciso N. Chan Jr.	- Pediatric Surgeon, Consultant

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the draft Memoranda of Agreement between the Tuguegarao City Government and the Visiting Consultants/Specialists at the Tuguegarao City People's General Hospital for Information and Concurrence.

FOR THE PRESIDING OFFICER:

The members of the joint committees convened and discussed the indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, regarding the draft Memoranda of Agreement between the Tuguegarao City Government and the Visiting Consultants/Specialists at Tuguegarao City People's General Hospital for their information and concurrence.

The Committee respectfully submits the herein Committee Report and has the honor to report to this august body in session the following actions taken, its findings, and recommendations.

ACTIONS TAKEN:

The committee conducted a thorough evaluation of the endorsement from the City Mayor, Hon. Maila Rosario S. Ting-Que, regarding the draft Memoranda of Agreement between the Tuguegarao City Government and the Visiting Consultants/Specialists at the Tuguegarao City People's General Hospital (TCPGH). This evaluation was aimed at ensuring that all aspects were thoroughly considered for the information and concurrence of all parties involved.

Resource persons were present to assist the committee in its deliberations.

FINDINGS:

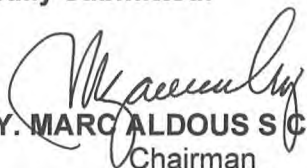
1. The Hon. Maila Rosario S. Ting Que endorsed to the Ninth City Council the draft Memorandum of Agreement between the Tuguegarao City Government and the visiting consultants/specialists, namely Dr. Narciso N. Chan Jr. and Dr. Paul Aries Lingan.
2. Dr. Narciso N. Chan Jr. is a pediatric surgeon, while Dr. Paul Aries Lingan is a general surgeon.
3. In order to make the contract legally binding, it is necessary to approve the Memorandum of Agreement with the two (2) visiting consultants/specialists.
4. Their services would significantly assist in the delivery of basic healthcare services to the patients in the hospital and would also mean additional income for the hospital.
5. The Ninth City Council enacted City Ordinance No. 61-09-2022 titled "An Ordinance Granting Continuing Authority to the City Mayor for and on behalf of the Tuguegarao City Government to Enter into a Memorandum of Agreement with the Visiting Consultants/Specialists of Tuguegarao City People's General Hospital," for the purpose of ensuring a more efficient and expeditious execution of the Memoranda of Agreement with visiting consultants and/or specialists at the TCPGH.

RECOMMENDATIONS:

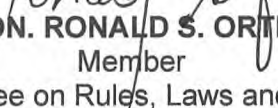
Finding the terms and conditions of the Memorandum of Agreement to be in order and beneficial to the constituents of Tuguegarao City, the committee recommends the following:

1. The approval of the Memorandum of Agreement between the Tuguegarao City Government and the visiting consultants/specialists, namely Dr. Narciso N. Chan Jr., pediatric surgeon, and Dr. Paul Aries Lingan, general surgeon, at the Tuguegarao City People's General Hospital.
2. The passage of a resolution 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 Memorandum of Agreement.
3. Implementation of City Ordinance No. 61-09-2022 titled "An Ordinance Granting Continuing Authority to the City Mayor for and on behalf of the Tuguegarao City Government to Enter into a Memorandum of Agreement with the Visiting Consultants/Specialists of Tuguegarao City People's General Hospital,"


Respectfully submitted:


ATTY. MARC ALDOUS S.C. BACCAY
Chairman
Committee on Rules, Laws and Ethics


HON. MARIA ROSARIO B. SORIANO
Member, Comm. on Rules, Laws and Ethics
Member, Comm. on Health & Sanitation


HON. RONALD S. ORTIZ
Member
Committee on Rules, Laws and Ethics


HON. DENNIS RYAN G. AVILA
Chairman
Committee on Health & Sanitation


HON. TIRSO V. MANGADA
Vice-Chair, Comm. on Health & Sanitation
Member, Comm. on Rules, Laws and Ethics


HON. KARINA S. GAUANI
Member
Member, Comm. on Health & Sanitation

**DRAFT RESOLUTION APPROVING THE MEMORANDA OF AGREEMENT BETWEEN
THE TUGUEGARAO CITY GOVERNMENT AND VISITING CONSULTANTS/SPECIALISTS,
NAMES: DR. NARCISO N. CHAN, JR., PEDIATRIC SURGEON AND DR. PAUL ARIES
LINGAN, GENERAL SURGEON, AT THE TUGUEGARAO CITY PEOPLE'S GENERAL
HOSPITAL**

WHEREAS, Section 455(b)(1)(vi) of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, grants the Local Chief Executive the power to enter into contracts for and on behalf of the local government unit upon prior authorization by the Sangguniang Panlungsod;

WHEREAS, the referral "Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the draft Memoranda Agreement between the Tuguegarao City Government and the Visiting Consultants/Specialists, names: Dr. Narciso N. Chan, Jr., Pediatric Surgeon and Dr. Paul Aries Lingan, General Surgeon, at the Tuguegarao City People's General Hospital" was endorsed to the Ninth City Council;

WHEREAS, the Ninth City Council in its 19th Regular Session held on November 22, 2022 approved City Ordinance No. 61-09-2022 titled "*An Ordinance Granting Continuing Authority to the City Mayor for and on Behalf of the Tuguegarao City Government to Enter into a Memorandum of Agreement with Visiting Consultants/Specialists of Tuguegarao City People's General Hospital*";

WHEREAS, the services of Dr. Narciso N. Chan, Jr., Pediatric Surgeon and Dr. Paul Aries Lingan, General Surgeon, as Visiting Consultant/Specialist, would significantly assist in the delivery of basic healthcare services to the patients in the hospital and would also mean additional income for the Tuguegarao City People's General Hospital;

WHEREAS, in order to make the contract legally binding, it is necessary to approve the Memoranda of Agreement between the Tuguegarao City Government and the following Consultants/Specialists for the Tuguegarao City People's General Hospital:

- a. Dr. Narciso N. Chan, Jr., Pediatric Surgeon
- b. Dr. Paul Aries Lingan, General Surgeon

WHEREAS, upon review of the subject referral and finding the same to be in order and beneficial for Tuguegarao City, the joint Committee on Rules, Laws and Ethics and Committee on Health and Sanitation recommended for the approval of the said Memoranda of Agreement;

WHEREAS, the Tenth City Council in its 6th Regular Session held on August 05, 2025 deemed it proper and necessary to approve the herein resolution;

NOW, THEREFORE, RESOLVE, as it is hereby **RESOLVED**, to approve the Memoranda of Agreement between the Tuguegarao City Government and Visiting Consultants/Specialists, Names: Dr. Narciso N. Chan, Jr., Pediatric Surgeon and Dr. Paul Aries Lingan, General Surgeon, at the Tuguegarao City People's General Hospital.

RESOLVED FURTHER, to furnish a copy of this resolution to the Tuguegarao City People's General Hospital and the concerned Visiting Consultants/Specialists for information and proper action.



Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL
MEMORANDUM OF AGREEMENT



This Memorandum of Agreement (MOA) is made and executed this ____ day of _____ by and between:

TUGUEGARAO CITY GOVERNMENT for the **PEOPLE'S GENERAL HOSPITAL** as represented by its Local Chief Executive, **Honorable Mayor Maila Rosario S. Ting-Que** pursuant to law, hereto referred as the **FIRST PARTY** with address at the Tuguegarao City Hall, Tuguegarao City, Cagayan

AND

VISITING CONSULTANT/SPECIALIST DR. NARCISO N. CHAN JR. with specialty in **Surgery** hereto referred as the **SECOND PARTY** with address at Tuguegarao City, Cagayan.

WITNESSETH:

WHEREAS, it is the basic right of all patients to receive universal healthcare and the primary responsibility of the Tuguegarao City People's General Hospital to render quality primary hospital services that is equitable, affordable, safe and accessible to all, particularly the poorest of the poor in our society;

WHEREAS, all admitted patients in the service wards of the hospital are under the care of medical officers who are under the direct supervision of the Chief of Hospital;

WHEREAS, management recognizes the inviolable recourse of any patient seeking confinement in the pay/private ward to seek the personal services of, and enter into personal contract with any hospital-accredited medical specialist of their choice,

WHEREAS, equally recognized is the First and Second Parties' moral, ethical and legal responsibility to zealously safeguard this "Personal Contract" against any and all excuses and abuses detrimental to the patient, the hospital and the staff;

Comes now this Memorandum of Agreement between the FIRST PARTY and SECOND PARTY binding themselves morally, ethically and legally to the terms and conditions stipulated below:

1. Only hospital accredited Visiting Consultant practicing their specific specialties having duly passed their credentialing and privileging requirements of the hospital shall be allowed to enter into a contract for professional services with patients seeking confinement to pay ward provided rooms are available.
2. In addition, hospital accredited visiting consultants and dentists must prescribe in generics drugs and medicines that are available in the hospital Pharmacy, in strict compliance with Republic Act No.6675 or the Generics Act Law.
3. The hospital resident physicians allowed to enjoy the privilege of private practice must render the service without prejudice to the eight (8) working hours/day for five days/





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week for a total of 40 (4) working hours/week, exclusive of the time for lunch and required by the Civil Service Law.

4. Visiting Consultants/Specialists designated as Unit Heads must render weekly consultation services in their designated offices. Visiting Consultants/specialists must answer referrals from service wards.
 5. If a patient has no personal physician of choice and has been admitted in private room or pay ward, they will be referred to Resident on Duty or Visiting Consultant/Specialist on deck.
 6. Deposit/Down Payment for professional services is strictly prohibited.
 7. Professional Fee shall be collected by the hospital Cashier and shall be acknowledged with the issuance of an Official Receipt. Payment of hospital bill takes precedence over professional fee.
 8. Visiting Consultants/Specialists shall not charge professional fee over and above what is provided by PhilHealth for referrals and services for patients in service ward.
 9. Private patients shall be admitted in private/semi-private rooms only.
 10. The Professional Fee should take into consideration the paying capacity of the patient, the prevailing rate in the area, and the outcome of the treatment.
 11. Two percent (2%) shall be deducted from the Professional Fee of Visiting Consultant/Specialist to defray hospital administrative cost.
 12. A patient who signifies his intention to transfer from Payward/Private Room to the Service Ward shall be allowed to do so, provided:
 - 12.1 It is not on the day of discharge.
 - 12.2 He/She settles his/her bill upon transfer.
 - 12.3 He/She undergoes proper patient re-classification following Administrative Order No. 51-AS2001.
 13. A patient who signifies his intention to be transferred from the Service Ward to the Pay Ward/Private room may be allowed to do so, provided:
 - 13.1 Her/she agrees to be billed as a private patient reckoned on the day of admission not on transfer.
 - 13.2 He agrees to be under the care of the same Medical Specialist/Specialist of Choice.
- Any transfer of patient as stated in nos. 8 and 9 shall be duly approved by the Chief of Hospital or his duly appointed representative.
14. No patient for discharge shall be unnecessarily delayed because of billing collection problems.

	<p>Republic of the Philippines Province of Cagayan TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL</p> <p>MEMORANDUM OF AGREEMENT</p>	
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15. The visiting Consultant/Specialist shall participate in the departmental and hospital activities (meetings, Medical missions, etc.)

16. In the patient chart, the Visiting Consultant/Specialist should:

- 16.1 Check of completeness of admitting history and PE upon referral.
- 16.2 Complete Narrative summary and final Diagnosis within 24 hours upon discharge.
- 16.3 Write progress Notes regularly in the course of medical management.
- 16.4 The visiting Consultant/Specialist shall inform patient and relatives about one's fees and hospital policies.

17. This MOA is valid for one (1) year from effectivity but may be terminated by either party anytime upon furnishing the other party a Notice of Termination.

This Memorandum of Agreement shall take effect on _____ until _____, in Tuguegarao City, Cagayan, Philippines.

FIRST PARTY:

HON. MAILA ROSARIO S. TING-QUE
City Mayor

SECOND PARTY:

DR. NARCISO N. CHAN JR.
Visiting Consultant

Signed in the presence of:

MARCOS M. BALILLAN, MD, FRC
CHIEF OF HOSPITAL
PRC License No. 1070228

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Cagayan) S.S.
Tuguegarao City)

BEFORE ME , a Notary Public, for and in the above jurisdiction, on this ____ day of _____ personally appeared both parties and their instrumental witnesses, known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This Agreement consists of three (3) pages including the page whereon this acknowledgment is written, signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto signed and affixed my notarial seal on the date and the place first above written.

Doc No.
Page No.
Book No.
Series of



Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL
MEMORANDUM OF AGREEMENT



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TUGUEGARAO CITY GOVERNMENT for the **PEOPLE'S GENERAL HOSPITAL** as represented by its Local Chief Executive, Honorable Mayor Maila Rosario S. Ting-Que pursuant to law, hereto referred as the **FIRST PARTY** with address at the Tuguegarao City Hall, Tuguegarao City, Cagayan

AND

VISITING CONSULTANT/SPECIALIST DR. PAUL ARIES LINGAN with specialty in Surgery hereto referred as the **SECOND PARTY** with address at Tuguegarao City, Cagayan.

WITNESSETH:

WHEREAS, it is the basic right of all patients to receive universal healthcare and the primary responsibility of the Tuguegarao City People's General Hospital to render quality primary hospital services that is equitable, affordable, safe and accessible to all, particularly the poorest of the poor in our society;

WHEREAS, all admitted patients in the service wards of the hospital are under the care of medical officers who are under the direct supervision of the Chief of Hospital;

WHEREAS, management recognizes the inviolable recourse of any patient seeking confinement in the pay/private ward to seek the personal services of, and enter into personal contract with any hospital-accredited medical specialist of their choice,

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This Memorandum of Agreement shall take effect on _____ until _____, in Tuguegarao City, Cagayan, Philippines.

FIRST PARTY:

HON. MAILA ROSARIO S. TING-QUE
City Mayor

SECOND PARTY:

DR. PAUL ARIES LINGAN
Visiting Consultant

Signed in the presence of:

MARCOS M. BALILLAN, MD, LC
CHIEF OF HOSPITAL
PHC License No. 0074239

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Cagayan) S.S.
Tuguegarao City)

BEFORE ME , a Notary Public, for and in the above jurisdiction, on this ____ day of _____ personally appeared both parties and their instrumental witnesses, known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This Agreement consists of three (3) pages including the page whereon this acknowledgment is written, signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto signed and affixed my notarial seal on the date and the place first above written.

Doc No.
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