

Republic of the Philippines  
Province of Cagayan  
**TUGUEGARAO CITY**

**NINTH CITY COUNCIL**

**COMMITTEE REPORT**

September 03, 2024

**COMMITTEE ON HEALTH AND SANITATION**

**PRESENT:**

HON. IMOGEN CLAIRE M. CALLANGAN	- Chairperson (Health and Sanitation)
HON. KARINA S. GAUANI	- Vice Chairperson (Health and Sanitation) (via zoom)
HON. JUDE T. BAYONA	- Member (Health and Sanitation) (via zoom)

**GUESTS:**

HON. MARC ALDOUS C. BACCAY	- City Councilor
HON. ARNEL T. ARUGAY	- City Councilor
HON. MARIA ROSARIO B. SORIANO	- City Councilor (via zoom)
HON. GRACE B. ARAGO	- City Councilor
HON. MARK ANGELO B. DAYAG	- City Councilor
HON. RESTITUTO C. RAMIREZ	- Ex-officio Member
HON. CERENE PEARL T. QUILANG	- Ex-officio Member (via zoom)

**RESOURCE PERSONS:**

DR. GILBERT ALLEN MATEO	- CHO Head
MR. RAFAEL TAGUIAM	- DOH, ARD
DRA. MAYLIN A. PUNSALAN	- Visiting Consultant (via zoom)

**FOR THE PRESIDING OFFICER:**

The committee met and deliberated on the referral:

**COMMITTEE REPORT NO. 249-2024**

**SUBJECTS:**

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the draft Memorandum of Agreement between the Tuguegarao City Government and Department of Health relative to the appointment of Medical Officer III to be stationed at the City Health Office

**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 Department of Health relative to the appointment of Medical Officer III to be stationed at the City Health Office.
2. The Cagayan Valley Medical Center pursuant to Department Memorandum No. 2024-0164 Interim Guidelines for the Sharing of Positions among Department of Health Operating Units shared Medical Officer III positions to Cagayan Valley CHD to be deployed to selected Local Government Units in Region 2.

3. The City of Tuguegarao, being densely populated and in dire need of physicians to provide specialized healthcare, will benefit from the augmentation of medical human resources through the sharing of positions mechanism.
4. The Cagayan Valley Centers for Health Development (CVCHD) will be deploying Medical Officer III, Dr. Maylin A. Punsalan, to provide medical and surgical services at the City Health Office from 8:00 AM to 5:00 PM.

**RECOMMENDATION:**

Finding the terms and conditions of the Memorandum of Agreement (MOA) to be in order and beneficial to the constituents of Tuguegarao City, the committee recommend the approval of the Memorandum of Agreement between the Tuguegarao City Government and Department of Health relative to the appointment of Medical Officer III to be stationed at the City Health Office 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.

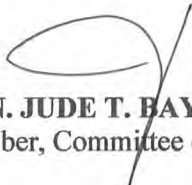
Respectfully submitted:



**HON. IMOGEN CLAIRE M. CALLANGAN**  
Chairman, Committee on Health and Sanitation



**HON. KARINA S. GAUANI-VIERNES**  
Vice Chairman, Committee on Health and Sanitation



**HON. JUDE T. BAYONA**  
Member, Committee on Health and Sanitation

**DRAFT RESOLUTION FOR THE MEMORANDUM OF AGREEMENT BETWEEN  
THE TUGUEGARAO CITY GOVERNMENT AND DEPARTMENT OF HEALTH RELATIVE  
TO THE APPOINTMENT OF MEDICAL OFFICER III TO BE STATIONED AT THE CITY  
HEALTH OFFICE**

**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 Sanggunian concerned;

**WHEREAS**, the referral “*Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the draft Memorandum of Agreement between the Tuguegarao City Government and Department of Health relative to the appointment of Medical Officer III to be stationed at the City Health Office*” was endorsed to the Ninth City Council;

**WHEREAS**, the Cagayan Valley Medical Center pursuant to Department Memorandum No. 2024-0164 Interim Guidelines for the Sharing of Positions among Department of Health Operating Units shared Medical Officer III positions to Cagayan Valley CHD to be deployed to selected Local Government Units in Region 2;

**WHEREAS**, the City of Tuguegarao, being densely populated and in dire need of physicians to provide specialized healthcare, will benefit from the augmentation of medical human resources through the sharing of positions mechanism;

**WHEREAS**, the Cagayan Valley Centers for Health Development (CVCHD) will be deploying Medical Officer III, Dr. Maylin A. Punsalan, to provide medical and surgical services at the City Health Office from 8:00 AM to 5:00 PM;

**WHEREAS**, in order to make the contract legally binding, it is necessary to approve the Memorandum of Agreement between the Tuguegarao City Government and Department of Health relative to the appointment of Medical Officer III to be stationed at the City Health Office 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;

**WHEREAS**, upon review of the subject referral, the Ninth City Council approved the said Memorandum of Agreement.

**NOW, THEREFORE, RESOLVE** as it is hereby **RESOLVED**, to approve the Memorandum of Agreement (MOA) between the Tuguegarao City Government and Department of Health relative to the appointment of Medical Officer III to be stationed at the City Health Office 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.

**RESOLVED further**, to furnish a copy of this resolution to the City Health Office, Department of Health and the concerned Medical Officer III for information and proper action.

MAYLIN A. PUNSALAN, MD  
Medical Officer III

AMELITA M. PANGILINAN, MD, MPH, CESO III  
Director IV

HON. MAILA ROSARIO S. TING-QUE  
City Mayor

VICTORINO F. MANINGAS, CE, MPBM-PA  
Witness

# MEMORANDUM OF AGREEMENT

## 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 **AMELITA M. PANGILINAN, MD, MPH, CESO III**, in his/her capacity as the Director IV of **Cagayan Valley Center for Health Development**, Carig Sur, Tuguegarao City, and herein referred to as the "DOH";

AND

The **CITY OF TUGUEGARAO, CAGAYAN**, Philippines, likewise a government agency created and existing under the laws of the Philippines, herein represented by its **MAYOR, HON. MAILA ROSARIO S. TING-QUE** and with office address located Tuguegarao City, Cagayan, herein referred to as the "Local Government Unit (LGU)".

AND

**DR. MAYLIN A. PUNSALAN**, with residence at Dun Tun, Tuguegarao City assigned at the City Health Office of Tuguegarao City herein referred to as the "Physician".

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, Republic Act No. 11223, otherwise known as Universal Health Care Act aims to ensure that all Filipinos are guaranteed equitable access to quality and affordable health care services;

WHEREAS, the Cagayan Valley Medical Center pursuant to Department Memorandum No. 2024-0164 Interim Guidelines for the Sharing of Positions among Department of Health Operating Units shared Medical Officer III positions to Cagayan Valley CHD to be deployed to selected Local Government Units in Region 2;

WHEREAS, the City of Tuguegarao, a densely populated area and in dire need of physician who will provide specialty healthcare and augment the medical human resource requirement in area and recipient of the sharing of positions mechanism;

WHEREAS, in view of the above premises, the CVCHD will be deploying the much needed physician (Medical Officer III), by the name of **DR. MAYLIN A. PUNSALAN** and the LGU is willing to accept the same;

WHEREAS, **DR. MAYLIN A. PUNSALAN**, agrees to serve in the said health facility until August 11, 2025 ;

NOW, THEREFORE, 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: ROLES AND RESPONSIBILITIES

### A. The Local Government Unit shall:

1. Mandate the deployed physician to focus in rendering medical and surgical services from 08:00 am to 05:00 pm (exclusive of breaktime) and refrain from the provision of administrative functions;
2. Provide RHU staff to assist the physician during his/her tour of duty;
3. Provide modest board and lodging including additional incentives;
4. Pay the PHIC income shares and CNA bonus of the shared employee concerned; *if applicable*
5. Reimburse Per Diem and Travelling Expenses incurred in any official business as long as it is beneficial to the LGU;
6. Provide a health budget and logistical requirements such as, but not limited to, medicines, medical supplies and instruments, which may be needed in the course of the delivery of basic health services;
7. Support policies, programs and plan initiated by the Physician in developing and improving the health system especially as aligned with the implementation of the Universal Health Care Act;
8. Ensure the safety and security of deployed Physician in the area especially during night shift through the provision of hotline for reporting of cases and through designating a focal person as the over-all-in charge in managing and responding to safety and security issues and concerns of the Physician;
9. Allow the attendance to training relevant to his/her function to facilitate a more effective and efficient delivery of health services.

**B. The DOH Cagayan Valley Centers for Health Development (CVCHD)** shall provide technical and administrative supervision over the Physician thru Municipal Health Officer (MHO) and Development Management Officer IV (DMO IV) ensuring the safety and welfare in close coordination with the concerned Rural Health Unit (RHU) officials or Local Chief Executive.

### C. The Deployed Physician shall:

1. Focus on regular medical and surgical consultations, procedures and treatment and follow up care;
2. Consult with other healthcare professionals and refer patients to higher level facility, as needed
3. Maintain confidentiality and impartiality at all time maintaining sensitive patient information such as examination results, medical history, and reports;
4. Join medical missions as needed;

### Further, the deployed Physician shall:

1. Render medical, surgical and other clinical services from 08:00 am to 05:00 pm, Mondays to Fridays.
2. Work with the Municipal Health Officer (MHO) who shall oversee his/her activities in coordination with Local Government Unit (LGU);
3. Maybe recalled for duties and responsibilities at CHD or PDOHO and shall participate in training, fora, research and other activities as maybe organized;
4. Submit Daily Time Records (DTRs), Accomplishment Reports, and other administrative related documents/ reports for purpose of compensations, program monitoring and evaluation as may be required by CVCHD;
5. Report to the Municipal Health Officer and Cagayan Valley Center for Health Development as necessary, any untoward events that can threaten his/her safety and security.

VICTORINO F. MANINGAS, CE, MPBM-PA  
Witness

HON. MAILA ROSARIO S. TING-QUEMELITA M. PANGILINAN, MD, MPH, CESO III  
Director IV

MAYLIN A. PONSALAN, MD  
Medical Officer III

**SECTION II: AMENDMENT, TERMINATION AND OTHER AGREEMENT**

**ALL PARTIES FURTHER AGREE THAT:**

- A. The Memorandum of Agreement shall not be amended or modified without the consent of the contracting parties in writing;
- B. This Agreement shall take effect immediately upon signing hereof and shall remain in force and in effect until revoked, modified, or amended accordingly;
- C. The deployed Physician shall be pulled out if the municipal government fails to comply with the provisions stipulated hereof;
- D. The deployed physician shall not be involved in administrative functions of the RHU so that their activity shall focus on the provision of medical and surgical services to patients;
- E. The deployed physician shall not engage in any political partisan activities

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

IN WITNESS WHEREOF, the PARTIES have here unto signed this Memorandum of Agreement in the City of Tuguegarao, Cagayan, this day of \_\_\_\_\_, 2024.

**HON. MAILA ROSARIO S. TING-QUE**  
City Mayor

**AMELITA M. PANGILINAN, MD, MPH, CESO III**  
Director IV

  
**MAYLIN A. PUNSALAN, MD**  
Medical Officer III

Witness:

VICTORINO F. MANINGAS, CE, MPBM-PA  
ENGINEER III/ RCWIO

\_\_\_\_\_

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES  
\_\_\_\_\_ S.S.

Before me personally appeared the above-mentioned parties with their corresponding any valid Government ID:

Name : \_\_\_\_\_  
 Government ID : \_\_\_\_\_  
 Dates Issue : \_\_\_\_\_

Name : \_\_\_\_\_  
 Government ID : \_\_\_\_\_  
 Dates Issue : \_\_\_\_\_

Known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me the same their free act and deed.

This instrument consists of four (4) pages, including the page on which this acknowledgment is written, and is signed by the parties and the witnesses on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, Philippines.

NOTARY PUBLIC

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Book No. \_\_\_\_\_  
Series of \_\_\_\_\_