



Republic of the Philippines
Province of Cagayan
Tuguegarao City



OFFICE OF THE CITY MAYOR

19 April 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

Dear **Presiding Officer and Members of the Sanggunian:**

We would like to request for a resolution authorizing the undersigned to represent, enter and sign on behalf of the City Local Government Unit of Tuguegarao in the attached draft Memorandum of Agreement with Exsilent Ear Solution and General Merchandise *re.* Newborn Hearing Screening.

For your information and appropriate action. Thank you and best regards.

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor



BAGONG PILIPINAS
 Republic of the Philippines
 PROVINCE OF CAGAYAN
 Tuguegarao City

TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL

Luna Street, Centro 6, Tuguegarao City
 Tel # (078) 844-1337 / 377-3825
 E-mail Address: tuguegaraoCityPGH@yahoo.com

18 April 2024

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

OFFICE OF THE CITY MAYOR
RECEIVED

Date: APR 18 2024
 Time: 2:40 PM
 By: [Signature]

Dear Ma'am;

Greetings!

RESPECTFULLY forwarding herewith for your information and appropriate action, the Memorandum of Agreement (MOA), executed and entered into by and between the **Tuguegarao City People's General Hospital and Exsilent Ear Solution and General Merchandise** to perform the Newborn Hearing Screening. The said contract will expire on June 6, 2024.

In this regard, we are requesting for the Memorandum of Agreement (MOA) **for its RENEWAL.**

Thank you and anticipating for your immediate action on the matter.

Very truly yours,

MARCOS M. MALLILLIN, MD, MPH
 Chief of Hospital

[Handwritten signature of Marcos M. Mallillin]

3326

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into by and between:

TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL, a level 2 hospital existing under and by the virtue of the laws of the Philippines, with office address at Luna, Tuguegarao City, Cagayan and herein represented in this document by City Mayor, **MAILA ROSARIO TING-QUE**, Filipino, of legal age, hereinafter referred to as **FIRST PARTY**;

-and-

EXSILENT EAR SOLUTION AND GENERAL MERCHANDISE with address at No. 1, Stall 10, Red Square, Centro 8, Tuguegarao City, Cagayan, duly represented in this act by its owner, **JOCELYN C. COSTINIANO**, and hereinafter referred to as the **SECOND PARTY**.

WITNESSETH that:

WHEREAS, the Department of Health implements R.A 97091, the Universal Hearing Screening and Intervention Act of 2009, to ensure that all newborn have access to hearing screening;

WHEREAS, in compliance to RA 97091, the **FIRST PARTY** desires to enter into an agreement with **SECOND PARTY** to perform the **NEWBORN HEARING SCREENING** called **OTOACOUSTIC EMISSION TEST (OAE)**.

WHEREAS, the **SECOND PARTY** is a certified Newborn Hearing Screening Reference Center by the Department of Health, National Institutes of Health.

WHEREAS, the **SECOND PARTY** agrees to provide newborn Otoacoustic Emission test (OAE) to the patients of the **FIRST PARTY**.

WHEREAS, the **SECOND PARTY** has been the service provider for Newborn hearing screening of the **FIRST PARTY** since 2017.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties have agreed to the following terms and conditions.

1. RESPONSIBILITIES OF THE FIRST PARTY

- a. That the **FIRST PARTY** shall provide the **SECOND PARTY**, free of charge space for the actual newborn hearing screening testing.
- b. The **FIRST PARTY** shall contact the **SECOND PARTY** should there be patients scheduled for newborn hearing screening a day before the visit of the **SECOND PARTY**.
- c. That the **FIRST PARTY** agrees to refer the diagnostic services of the **SECOND PARTY** to all its newborn.
- d. That the **FIRST PARTY** agrees to collect the payment of the patient for the services performed.

2. RESPONSIBILITIES OF THE SECOND PARTY

- a. The **SECOND PARTY** shall provide the equipment to be used for the newborn hearing screening (*Otoacoustic Emissions Test*) as well as the qualified personnel to perform the test to the patients of the **FIRST PARTY**
- b. That the **SECOND PARTY** shall provide the **FIRST PARTY** with a schedule when the **newborn hearing screening (OAE)** test, which will be WEDNESDAYS FROM 2:00 PM TO 4:00 PM., however, call from the **FIRST PARTY** is required to confirm presence of patient for newborn hearing screening on mentioned schedule. No call, No visit policy shall be applied. No corresponding penalties shall be charged by the **FIRST PARTY** if and when the **SECOND PARTY** cannot operate on days that are not included in the specified schedule or during holidays including local holidays.
- c. That the **SECOND PARTY** shall accurately maintain records of all referred patient of the **FIRST PARTY** for newborn hearing screening test. All records of accounting shall be made available for inspections and examination of the **FIRST PARTY**.
- d. That the **SECOND PARTY** shall prepare statement of Account to be submitted to **FIRST PARTY** every 5th of the succeeding month.
- e. THAT **FIRST PARTY** agrees to pay not later than 15 days after receipt of Statement of Account from the **SECOND PARTY**.

3. SCHEDULE OF FEES

- a. Newborn hearing screening (Otoacoustic Emissions Test)
 - Four Hundred Fifty Pesos (Php450.00) per test

- b. Specified schedule of fees shall be in effect for the whole duration of the contract. Both parties may only subject terms for renegotiation after assessment 60 days prior to the expiration of the contract.

4. OTHER PROVISION

- a. This agreement shall be binding for a period of one (1) year from the date of signing hereof, renewable yearly under such terms and conditions mutually agreed upon by both parties.
- b. Results of the newborn hearing-screening test will be furnished to the **FIRST PARTY** on the next schedule of visit of the **SECOND PARTY**;
- c. This agreement does not create an employer-employee relationship. The relationship between **SECOND PARTY** and **FIRST PARTY** is strictly contractual for which both parties shall maintain separate and independent management and each shall have full authority and full responsibility regarding its own organization.
- d. Both **PARTIES** reserve the right to terminate this agreement, with appropriate cause at least sixty (60) days notice, should the other **PARTY** be found guilty of malicious intent and mischief conduct unbecoming of a professional.
- e. Parties are enjoined to faithfully comply, in good faith, with all the provisions of this agreement.

IN WITNESS WHEREOF, the **PARTIES** have executed this agreement this _____ day of _____, 2024 in Tuguegarao City, Province of Cagayan.


TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL
FIRST PARTY

EXSILENT EAR SOLUTION AND GEN. MDSE
SECOND PARTY

By:

MAILA ROSARIO TING-QUE
City Mayor

By:


JOCELYN C. COSTINIANO
Owner

