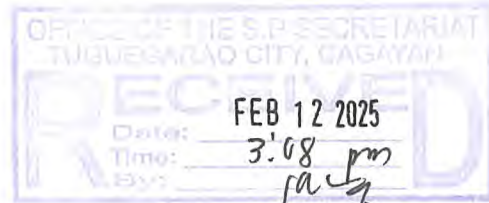




BAGONG PILIPINAS

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

Phone number: 0953-588-3721 | email address: cmotuguegaraocity@gmail.com



OFFICE OF THE CITY MAYOR

12 February 2025

THE PRESIDING OFFICER AND MEMBERS


Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the Memorandum of Agreement between the Tuguegarao City Government and DOH- Cagayan Valley Center for Health Development relative to the referral of COVID- 19 specimens for the period 2025-2027, for your information and appropriate action.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

☐ TCPGH



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

THE DOH-CAGAYAN VALLEY CENTER FOR HEALTH DEVELOPMENT, with office address at Carig Norte, Tuguegarao City herein represented by **DR. AMELITA M. PANGILINAN**, in her capacity as the Regional Director, herein referred to as the **"FIRST PARTY"**;

-and-

THE TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL, a hospital operating by the virtue of local government unit of Tuguegarao City with office address at Luna Street, Centro 6, Tuguegarao City, Cagayan represented herein referred to as the **"SECOND PARTY"**

-and-

THE LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY, CAGAYAN, a local government unit duly created and existing under the laws of the Philippines, with office address at Tuguegarao City, Cagayan represented herein by **Honorable MAILA ROSARIO S. TING-QUE**, in her capacity as Mayor, and hereinafter referred to as the **"THIRD PARTY"**;

WITNESSETH THAT:

WHEREAS, the CVCHD TB Reference Laboratory-Cartridge based PCR was duly licensed as a COVID-19 Laboratory by the Department of Health on May 13, 2020;

WHEREAS, the CVCHD TB Reference Laboratory-Cartridge based PCR is PhilHealth accredited.

WHEREAS, the CVCHD TB Reference Laboratory-Cartridge based PCR agrees to perform the testing for COVID-19 (SARS-CoV-2) on the patients/clients of the TCPGH using a cartridge-based-PCR;

WHEREAS, pursuant to PhilHealth Circular No. 2021-0003, the CVCHD TB Reference Laboratory-Cartridge based PCR shall be entitled to the file claims and reimbursement from PhilHealth relative to all tests performed pursuant to this agreement;

NOW THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereto agree to establish this Memorandum of Agreement subject to the terms and conditions as follows:

Article 1 – DEFINITION AND CONTRACT DOCUMENTS

1.1 Definition

- 1.1.1. Applicable Law – refers to all laws, statutes, rules and regulations, orders and other directives of all government authorities in the Republic of the Philippines.
- 1.1.2. Cooperation Period – means the period commencing from the Effectivity Date until Termination/Expiration Date.

MARCOS M. MALLILIN, MD, MPH
Chief of Hospital

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

HON. MAILA ROSARIO S. TING-QUE
City Mayor

SHIRLYN A. HERNANDEZ, RMT, MPH
MEDICAL TECHNOLOGIST IV

City Accountant

- 1.1.3. Effectivity Date – refers to the date when the contract shall commence to be effective upon signing of both parties.
- 1.1.4. Event of Force Majeure – shall mean an event which the Parties could not have foreseen or which though foreseen is inevitable. Such events may include, but not limited to acts of the Government of the Republic of the Philippines in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. It shall not include, however, ordinary unfavourable weather conditions and any other cause, the effects of which could have been avoided with the exercise of reasonable diligence by the Party bound to perform an obligation under this Contract.
- 1.1.5. Billing Statement/Statement of Account – refers to the monthly summary of testing performed by **CVCHD TB Reference Laboratory-Cartridge based PCR** showing therein the cost of testing and its excess over the package amount under PhilHealth Circular 2021-0003, the amount due and payable to **CVCHD TB Reference Laboratory-Cartridge based PCR** duly signed by the Regional Director or CVCHD authorized representative.
- 1.1.6. Re-Run – the process of re-testing the specimen or specimens with no internal control or runs which are invalid as may be determined by the Pathologist and Senior MT based on RT-PCR Machine generated results.

1.2 Contract Documents

- 1.2.1 All documents forming part of this Contract, and all parts thereof, are intended to be correlative, complementary and mutually explanatory. This Contract shall be read in the context of all its provisions interpreted and construed in relation to one another.
- 1.2.2 The following annexes are hereby incorporated as part of this Contract:
- a. Annex A – DOH Licensed COVID-19 Laboratory
 - b. Annex B – PhilHealth Circular No. 2021-0003 Benefit Package for SARS-CoV-2 testing using Cartridge-based PCR
 - c. Annex D – Case Investigation Form (CIF)
 - d. Annex E - Line List (Form prescribed by the DOH and RITM)
 - e. Annex F –PCR Laboratory Results Form

Article 2 – SCOPE, FORMATION AND DURATION

2.1 Scope

This contract shall involve the provision by **CVCHD TB Reference Laboratory-Cartridge based PCR** of the following:

- 2.1.1 Performs testing for COVID-19 (SARS-CoV-2) by Cartridge based-PCR of the constituents of **TCPGH**;
- 2.1.2 Provides reports on the results of testing conducted;
This contract shall involve the provision by **TCPGH** of the following:
- 2.1.3 Accomplishes the Case Investigation Form (CIF) of all referred specimens in the COVID-CODA online Database. The CIF shall be completely filled-out and no applicable information shall be missing.

MARCOS M. MALILLIN, MD, MPH
Chief of Hospital

AMELITA M. P. GILINAN, MD, MPH, CESO III
Director IV

HON. MAILA ROSARIO S. TING-QUE
City Mayor

SHIRLYN A. PEREZ, RMT, MPH
MEDICAL TECHNOLOGIST IV

City Accountant

2.1.1 To reimburse or pay **CVCHD TB Reference Laboratory-Cartridge based PCR** for the cost of the conducted tests to the constituents OR patients of **TCPGH** as regard:

- a. Specimen or specimens that were tested by **CVCHD TB Reference Laboratory-Cartridge based PCR** but with no or incompletely filled-out CIF despite reasonable time provided to the **TCPGH** to comply with the requirements under Article 4.2.5 of this Contract.
- b. Claims that were filed but consequently denied by the PhilHealth due to reasons that are within the control of the Disease Reporting Unit/Hospital.
- c. RT-PCR tests done that are not eligible for PhilHealth coverage of SARS-CoV-2 testing, based on DOH issuances.

2.2 Duration, Expiration and Renewal

- 2.2.1. This contract shall be effective upon signing of both parties and shall expire for a period of three (3) years from Expiration Date or upon the Termination Date pursuant to Article (8) of this Contract.
- 2.2.2. The party who intends to renew or extend the contract shall give notice to the other party not later than one (1) month from the expiration of the contract. Renewable and/or extendable based on the term and conditions agreed upon by the parties.

Article 3 –REPRESENTATION AND WARRANTIES

3.1 CVCHD represents and warrants to the TCPGH the following:

- 3.1.1 **CVCHD** has the full power and authority to execute and deliver this contract to carry out the transaction contemplated herein;
- 3.1.2 The authorized personnel of **CVCHD** shall have access to the specimen or specimens and results of the testing for COVID-19 (SARS-CoV-2) conducted.
- 3.1.3 Only the authorized personnel of **CVCHD** shall have access to the email address to which all laboratory test results, documents, price lists, changes in prices shall be sent from. Any breach of confidentiality pursuant to Article 9 of this Contract or in violation of RA 10173 otherwise known as Data Privacy Act of 2012 resulting from access of such email address shall be the sole responsibility of **CVCHD**.

3.2 The Second and Third party represent and warrant to the CVCHD the following:

- 3.2.1 They have full powers and authority to execute and deliver this Contract and to carry out the transactions contemplated by this Contract;
- 3.2.2 The execution and delivery of this Contract and the performance by the **said parties** of the obligations contemplated by this Contract have been duly authorized by all necessary actions and no further actions or proceeding on their part are necessary to authorize its execution and delivery, or its performance, of such obligations contemplated by this Contract.

MARCOS M. MALLILIN, MD, MPH
Chief of Hospital

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

HON. MAILA ROSARIO S. TING-OUE
City Mayor

SHIRLYN A. PEREZ, RMT, MPH
MEDICAL TECHNOLOGIST IV

City Accountant

Article 4 – OBLIGATIONS

4.1 Responsibilities of the FIRST PARTY. – The FIRST PARTY shall:

- 4.1.1 Upon receipt of specimen or specimens, inspect and either accept or reject it. The reason or reasons for rejection shall be indicated on the request of the TCPGH;
- 4.1.2 Perform test for COVID-19 (SARS-CoV-2) by Cartridge based-PCR specified based on the request of TCPGH
- 4.1.3 Ensure that specimen or specimens are received, handled, stored in accordance with acceptable Laboratory Practices prior to testing of such specimen or specimens.
- 4.1.4 Maintain the quality standards for each examination and diagnostic procedure as stipulated in the DOH standards and other legal and statutory diagnostic and laboratory standards;
- 4.1.5 Send the: (a) Line List, and (b) PCR Laboratory Result Form to region02resu@gmail.com not later than forty-eight (48) hours reckoned from the time of testing of the specimen or specimens, subject to the confidentiality agreement.
- 4.1.6 Bill the TCPGH on a monthly basis the applicable amount for SARS-CoV-2 Testing that does not exceed the specified amount in the PhilHealth Circular 2021-0003; for the following:
 - a. Specimen or specimens that were tested by CVCHD TB Reference Laboratory-Cartridge based PCR but with no or incompletely filled-out CIF
 - b. Claims that were filed but consequently denied by PhilHealth due to reasons that are within the control of the Disease Reporting Unit/Hospital.
 - c. RT-PCR tests done that are not eligible for PhilHealth coverage of SARS-CoV-2 testing, based on DOH issuances.
- 4.1.7 Provide Official Receipt for all payments received from TCPGH.

4.2 Responsibilities of the SECOND PARTY. – The SECOND PARTY shall:

- 4.2.1 Ensure that all specimens were taken by a person trained by competent staff/person to do swabbing of patients who will get tested for the COVID-19 (SARS-CoV-2);
- 4.2.2 Ensure that all specimen referred to CVCHD TB Reference Laboratory-Cartridge based PCR are coordinated by TCPGH. Repeat specimen collection will be performed by TCPGH in case specimens is/are rejected due to spillage, or inadequacy of specimens;
- 4.2.3 Ensure that the Content of the Case Investigation Form of patient sent for testing are encoded or entered in the COVID-CODA Information System in coordination with the RESU having jurisdiction with TCPGH;
- 4.2.4 Ensure that specimens sent to CVCHD TB Reference Laboratory-Cartridge based PCR for testing shall include the following documents:
 - a. Case Investigation Form (CIF) prescribed by the Department of Health. (Annex D)
 - b. Line List of patients for SARS-CoV-2 RT-PCR testing.
 - c. Annex E of PhilHealth Circular No. 2021-003

MARCOS M. MALILLIN, MD, M.
Chief of Hospital

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

HON. MAILA ROSARIO S. TING-QUE
City Mayor

SHIRLYN A. PEREZ, RMT, MPH
MEDICAL TECHNOLOGIST IV

City Accountant

- 4.2.5 Ensure that all specimen, after the same is taken and prior to transport to CVCHD TB Reference Laboratory-Cartridge based PCR, are properly packed and labelled. Specimens shall follow triple packaging and shall be transported using air tight tackle boxes. The required 2-8 degrees' Celsius temperature inside the tackle boxes must be maintained from transport until the acceptance by Laboratory;
- 4.2.6 Pay CVCHD TB Reference Laboratory-Cartridge based PCR the billed amount, not later than fifteen (15) days from receipt of Billing Statement or Statement of Account for the following:
- a. Specimen or specimens that were tested by CVCHD TB Reference Laboratory-Cartridge based PCR but with no or incompletely filled out Case Investigation Form (CIF), despite reasonable time accorded to the TCPGH to comply with the requirement under Article 4.2.5 of this Contract.
 - b. Claims that were filed but consequently denied by the PhilHealth due to reasons that are within the control of the Disease Reporting Unit/Hospital.
 - c. RT-PCR tests done that are not eligible for PhilHealth coverage of SARS-CoV-2 testing, based on DOH issuances.

4.3 **Responsibilities of the THIRD PARTY.** – The THIRD PARTY shall:

- 4.3.1 Ensure and monitor the compliance of the SECOND PARTY to this Memorandum of Agreement.

Article 5 – PHILHEALTH CLAIMS AND REIMBURSEMENT

5.1 **Entitlement to PhilHealth Claims and Reimbursement**

Pursuant to Phil Health Circular No. 2021-0003, the CVCHD TB Reference Laboratory-Cartridge based PCR shall be entitled to file claims for reimbursements from the Philippine Health Insurance Corporation (PHIC) of the benefit package for SARS-CoV-2 testing.

Article 6 – DEFAULT

6.1 **Events of Default**

- 6.1.1 CVCHD's Default. The occurrence of any of the following events shall constitute CVCHD's default:

- 6.1.1.1 Failure to perform any material obligation under this contract;
- 6.1.1.2 In the event of a pattern of unjustified continuing or repeated non-compliance, wilful violation or non-performance of other items and conditions hereof which is hereby deemed a material breach of this Contract;
- 6.1.1.3 In the case of any representation or warranty made by the CVCHD and relied upon by 2nd and 3rd party to its detriment turning out to be false in any material respect;

- 6.1.2 **SECOND AND THIRD PARTY's Default.** The occurrence of any of the following events shall constitute default:

- 6.1.2.1 Failure to perform any material obligation under this Contract;
- 6.1.2.2 In the event of a pattern of unjustified continuing or repeated non-compliance, wilful violation or non-performance of other items and

conditions hereof which is hereby deemed a material breach of this Contract

MARCOS M. MALLILIN, MD, MPH
Chief of Hospital

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

HON. MAILA ROSARIO S. JING-QUE
City Mayor

SHIRLYN A. PEREZ, RMT, MPH
MEDICAL TECHNOLOGIST IV

City Accountant

Article 7 – DISPUTE RESOLUTION AND VENUE FOR ACTIONS

7.1 Consultation

The Parties hereto agree to use reasonable effort to amicably resolve any disagreements or disputes concerning the interpretation or implementation of this Contract through mutual consultation and negotiation.

7.2 Conciliation

In the event such dispute or disagreement cannot be resolved through amicable settlement, the matter shall be subjected to conciliation. The appointment of “Conciliator” shall be mutually agreed by both Parties.

7.3 Arbitration

In the event such dispute or disagreement cannot be resolved under the preceding Article, the matter shall be submitted for arbitration pursuant to Republic Act No. 9285, otherwise known as “The Alternative Dispute Resolution Act of 2004”. Consequently, no Party shall be entitled to commence or maintain any action in any court of law or administrative body upon any matter in any dispute until such matter shall been submitted and determined by arbitration and then only for the enforcement of such arbitration and thereafter until arbitrators publish their award, the Parties shall continue to perform all their obligations under this Contract without prejudice to a final adjustment in accordance to such award.

7.4 Venue for Actions

All legal actions that may arise from this Contract shall be filed only in the Court of competent jurisdiction in the City of Tuguegarao, Philippines with exclusion of other Courts.

Article 8 – AMENDMENT AND TERMINATION

8.1 Amendment

No amendment or other variation of this Contract shall be effective unless provided in accordance with the Applicable Law, applicable rules and regulations and must be in writing and signed by a duly authorized representative of both Parties.

8.2 Termination or Rescission

8.2.1 For any reason by serving notice of intent to terminate specifying the termination date, which shall not be less than thirty (30) days; or

8.2.2 if the other party fails to comply with any major obligation prescribed in this Contract and such failure is not remediable or if remediable shall remain unremedied for an unreasonable length of time, or the other party is in default as defined under Article 6 of this Contract, by serving notice of intent to terminate specifying the termination date, which shall not be less than thirty (30) days.

Article 9 – MISCELLANEOUS

9.1 Severability

The invalidity or unenforceability of any portion or provision of this contract shall not affect the validity or enforceability of any other portion or provision of this Contract. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract. The Parties shall negotiate an equitable adjustment in the remaining portions or provisions of this Contract to effect the underlying purposes of this Contract.

9.2 Third Party Beneficiaries

Except as otherwise expressly provided herein, this Contract is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

9.3 Confidential Information

9.3.1 All Parties shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third-party documents, data or other information furnished directly or indirectly by the other Party hereto in connection with this Contract during the Cooperation Period;

9.3.2 The Parties shall not use such documents, data or other information received from other Party for any purpose other than the performance of their respective obligations under this Contract;

9.3.3 Neither Party shall make or issue any public announcement or statement regarding the nature, performance, or termination of this Contract, unless prior thereto the other Party has been furnished with copy thereof and have approved the same. Such approval shall not be unreasonably withheld or delayed;

9.3.4 the obligation of a Party to the confidentiality above, however, shall not apply to that information which now or hereafter enters the public domain through no fault of either Party.

9.4 Force Majeure

9.4.1 No delay or failure to carry out or observe any of the provisions, terms and conditions of this contract shall give rise to any claim by any Party against the other Party or deemed to be a breach of default of this Contract if the same shall be caused by any arise out of an Event of Force Majeure.

9.4.2 Procedure

The Party invoking the Force Majeure shall:

9.4.2.1 Notify the other Party in writing by any means of communications as soon as reasonably possible of the nature of the Force Majeure and the extent to which the Force Majeure suspends and effects the Party's obligation under the Contract.

9.4.2.2 Continue the performance of its obligations that are not affected by the occurrence of the Force Majeure; and

9.4.2.3 Resume performance of affected obligation as soon as possible after the Force Majeure condition no longer exists and formally notify the other Party of such resumption.

The Parties shall resort to Article 7 of this Contract in case the Parties disagree in the occurrences and/or consequences of Force Majeure.

IN WITNESSOF, all parties have signed their Memorandum of Agreement on _____
at _____,

By:

By:



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

MARCOS M. MALLILLIN, MD, MPH
Chief of Hospital

By:

HON.MAILA ROSARIO S. TING-QUE
City Mayor

Signed in the presence of:


SHIRLYN A. PEREZ, RMT, MPH
MEDICAL TECHNOLOGIST IV
Head, CVCHD TB Reference Laboratory-Cartridge Based PCR

SIGNATURE OVER PRINTED NAME
City Accountant
TUGUEGARAO CITY GOVERNMENT

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S

BEFORE ME, on the same date and place personally appeared the following with their
respective identification cards as competent proof of identity:

Name	ID Number	Expiry Date
AMELITA M. PANGILINAN MD, MPH, CESO III		
HON.MAILA ROSARIO S. TING-QUE		
DR. MARCOS M. MALLILLIN, MD, MPH		

known to me and to me known to be same persons who executed the foregoing document and who
acknowledged to me that the same is their free and voluntary act and deed.

This document consists of eight (8) pages including the page where the notarial
acknowledgment is written.

Witness my hand and the seal of my office.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of ____.