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BAGONG PILIPINAS

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

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

OCT 08 2024

8:24 AM

OFFICE OF THE CITY MAYOR

07 October 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the draft Affiliation Agreement between the Tuguegarao City Government and the Philippines School of Healthcare Professions, Inc. for your information and appropriate action.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- TCPGH
- City Legal Office





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: tuguegarao-city-PGH@yahoo.com

4 October 2024

HON. MAILA ROSARIO S. TING-QUE

City Mayor
 Tuguegarao City, Cagayan

OFFICE OF THE CITY MAYOR

RECEIVED
 Date: 10-7-24
 Time: 2:10 PM
 SV: [Signature]

Dear Ma'am;

Warm Greetings!

Respectfully forwarding you herewith the renewal of the Affiliation Agreement between the Tuguegarao City People's General Hospital and the Philippine School of Healthcare Professions, Inc. This renewal is for the continued partnership with the School and the healthcare facility.

Enclosed for your reference are the following documents:

- The prepared Affiliation Agreement and Authorization to Enter into Agreement, ready for your review and signature.
- A photocopy of the previous Affiliation Agreement.

Thank you.

Very truly yours,

MARCOS M. MALLILLIN, MD, MPH
 Chief of Hospital

AFFILIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT, made and entered into this _____ day of _____, 2024 in Tuguegarao City, by and between:

Justified

TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL, a duly authorized agency of the Department of Health, with office address at Luna Street, Tuguegarao City, Cagayan, represented herein by **CHIEF OF HOSPITAL DR. MARCOS M. MALLILLIN, MD, MPH**, hereinafter referred to as "**PARTY OF THE FIRST PART**";

- and -

PHILIPPINE SCHOOL OF HEALTHCARE PROFESSIONS, INC., a duly recognized training institution by the Technical Education and Skills Development Authority, with business and postal address at St Anthony Compound, Zone 7, Carig Norte, Tuguegarao City, Cagayan, represented herein by **SCHOOL PRESIDENT MARCIAL C. CALAGUI, R.N.**, hereinafter referred to as "**PARTY OF THE SECOND PART**".

WITNESSETH, That:

WHEREAS, Section 2 of Administrative Order No. 5-A, series of 1996 of the Department of Health (DOH) otherwise known as the "Revised Policies, Procedures and Guidelines Governing Affiliation and Training of Students in the DOH hospitals and other government health facilities"; states that the production and development of Health Human Resource is necessary for the promotion, maintenance and delivery of health care services;

WHEREAS, the above mentioned section further states that the DOH is making available its hospitals and accredited government community health resources for the learning and training of students from health professionals schools;

WHEREAS, there is a need to expose students in the promotion, maintenance and delivery of health-related services in as much as the **PARTY OF THE FIRST PART** is directly engaged in rendering health-related services to the community;

WHEREAS, the **PARTY OF THE FIRST PART** recognizes the need for such agreement in order to help students gain enough knowledge and experiences in the field of medical services and to help address the need of the community;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereunder set forth, the parties have mutually agreed as follows;

I. SCOPE

A. RESPONSIBILITIES OF THE FIRST PART

PARTY OF THE FIRST PART hereby undertakes the following responsibilities with respect to this agreement;

1. Agrees with and allows the affiliation and training of CAREGIVER students of the PARTY OF THE SECOND PART subject to the Policies, Procedures and Guidelines of Administrative Order No. 5-A, series of 1996;
2. Ensure that the hospital has a qualified training staff to coordinate with the PARTY OF THE SECOND PART's coordinator in planning and evaluating learning experiences for student/affiliates;
3. To supervise activities of student's affiliation and training activities at the hospital;
4. Report in writing any misconduct of students to the PARTY OF THE SECOND PART.

B. RESPONSIBILITIES OF THE SECOND PART

PARTY OF THE SECOND PART hereby undertakes the following responsibilities with respect to this Agreement;

1. Strictly comply with the provisions of the above Administrative Order and any violation thereof shall be legitimate ground for cancellation of this agreement;
2. Ensure that instructors and students abide by the PARTY OF THE FIRST PART's rules and regulations;
3. Pay the affiliation fees as prescribed under Section 9 of the above-mentioned Administrative Order before or during the students' affiliation program and donate a batch project for the hospital;
4. To be liable for any damages, breakages and loses of the PARTY OF THE FIRST PART's property, equipment and supplies due to negligent acts of the students/affiliates during the course of the training;
5. To be liable for injuries that may be sustained by the students/affiliates and third party liabilities incurred during the course of the training and within the premises of the PARTY OF THE FIRST PART due to negligent acts of the students/affiliates.

II. JOINT RESPONSIBILITIES and ACKNOWLEDGMENTS

1. Plan the activities of the training program according to the philosophy, mission, goals and objectives of the curriculum;
2. Injuries sustained by the students/affiliates and third party liabilities due to acts or events beyond of the hospital during the course of the training and within the premises of the

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PARTY OF THE FIRST PART shall be the joint responsibility of both parties;

3. No certificate shall be issued for any student who failed to complete his/her affiliation program requirements;
4. Both parties shall promote cooperation or harmonious relationship between their personnel;
5. There shall be no discrimination on the basis of age, religion, creed, sex, handicap and sexual orientation;
6. Each party may contract or otherwise affiliate with other parties, as long as handicap such as neither conflict with this Agreement nor cause a party's dereliction of its obligations hereunder.

III. TERM and TERMINATION

1. This Agreement shall be one (1) year to start on _____ until _____, renewable upon mutual agreement of the parties;
2. Any party hereto may terminate their participation in this Agreement without cause by giving written notice to the other party at least sixty (60) days prior to the termination date;
3. This Agreement may terminate immediately, upon written notice to the other party stating the effective date of termination for any violation of this Agreement or any provision of the above-mentioned Administrative Order.
4. The terms and conditions of this agreement may be amended only by written instrument executed by both parties.

IV. ENFORCEMENT OF THE AFFILIATION AGREEMENT

Simultaneously with the signing of this Agreement, the parties shall do acts as may be deemed necessary or desirable to give effect to and carry out the provisions and the purpose of the Agreement. And the execution of all other documents to ensure full compliance with the conditions thereof.

V. CONFIDENTIALITY AND NON-DISCLOSURE

1. The parties (and their employees, agents, and students) shall maintain the confidentiality of all patient and/or individual party information in accordance with all applicable laws, rules and regulations regarding the confidentiality of such information. The parties (and their employees, agents, and students) shall not divulge such confidential information to any third parties without the patient's or party's prior written consent unless required by law;
2. The parties shall undertake that neither them, nor their respective counsel, agents, representatives, employees, assigns shall directly or indirectly inform, discuss, publish, cause the discussion or publication, provide information leading to the discussion or publication, with a third party or in any medium including but not limited to print, radio, or television, of

the execution or existence of this Agreement, or any terms, conditions, stipulations and provisions thereof.

VI. DISPUTE RESOLUTION

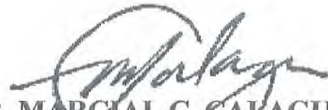
Any dispute arising under this Agreement first shall be resolved by informal discussions among the parties, subject to good cause exceptions. Any dispute not resolved by informal discussions among the parties within a reasonable time following such discussion's commencement (not to exceed thirty (30) days), may be resolved through any and all available legal means and methods.

VII. VOLUNTARINESS OF THE PARTIES


It is understood that the parties entered into this Affiliation Agreement voluntarily and freely, after due consultation with their respective lawyers, and no amendments shall be made hereto, unless they are reduced into writing and signed by both parties.


IN WITNESS WHEREOF, the parties have hereunto set their signatures this _____ 2024 at Tuguegarao City.

HON. MAILA ROSARIO S. TING-QUE
City Mayor
PARTY OF THE FIRST PART


MR. MARCIAL C. CALAGUI, R.N.
PSHPI President
PARTY OF THE SECOND PART

WITNESSES:


DR. MARCOS M. MALLILLIN, MD, MPH
Chief of Hospital
Tuguegarao City People's General Hospital


CHRISTOPHER A. NATIVIDAD
Officer In-Charge
PSHPI

Justicial

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Province of Cagayan)S.S.
Tuguegarao City)

BEFORE ME, a Notary Public for and in the Province of Cagayan, this _____ at Tuguegarao City, personally appeared:

Name	ID Type and No.	Date Issued

known to me to be the same persons who executed the foregoing instrument consisting of five (5) pages including this Acknowledgment, and who acknowledged to me that the same is their voluntary and free and deed.

IN WITNESS WHEREOF, I set my hand and affix my notarial seal on the date and place above written.