




REPUBLIC OF THE PHILIPPINES  
PROVINCE OF LAGUNA  
CITY GOVERNMENT OF SAN PABLO



OFFICE OF THE CITY MAYOR

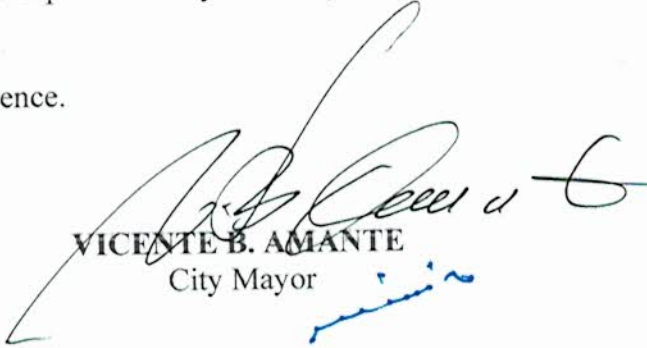
OFFICE OF THE SANGGUNIANG PANGLUNSOD CITY OF SAN PABLO	
<b>RECEIVED</b>	
	TIME: JUN 09 2023 248
RECEIVED BY: Aldrich Tapalla Anolino	

**URGENT**

**First (1st) Endorsement**  
June 1, 2023

Respectfully forwarded to the Honorable Sangguniang Panglunsod, thru OIC-SP Secretary **Mr. Rufo D. Millar**, herewith the copies of Memorandum of Agreement to be entered into by and between **San Pablo Doctors Hospital**, with address located in 55A Mabini St., San Pablo City, represented by its **Hospital Director, Mr. Carlo M. Brion**, MHA, FPCHA and **San Pablo City General Hospital**, with address located in Barangay San Jose, San Pablo City, Laguna represented by the City Mayor, **Hon. Vicente B. Amante, PhD.**

Anticipating your approval and concurrence.

  
**VICENTE B. AMANTE**  
City Mayor

Encl.: a/s  
VBA/lcg

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

**SAN PABLO DOCTORS HOSPITAL**, a duly organized and existing under by virtue of the laws of the Philippines, with address, located in 55A Mabini St. San Pablo City, Laguna, represented in this act by its **HOSPITAL DIRECTOR, MR. CARLO M. BRION, MHA,FPCHA**, hereinafter referred to as "FIRST PARTY".

-and-

**SAN PABLO CITY GENERAL HOSPITAL**, owned and managed by the City Government of San Pablo by virtue of the laws of the Philippines, with address, located in Barangay San Jose, San Pablo City, Laguna, represented in this act by **City Mayor, HON. VICENTE B. AMANTE, PhD**, hereinafter referred to as "SECOND PARTY".

### WITNESSETH

WHEREAS, the SECOND PARTY has chosen the FIRST PARTY to be their send-out Hospital for in patients and referral laboratory for inpatients and outpatients in cases where in a particular requested hospital services not available in the SECOND PARTY's Hospital Services.

WHEREAS, the FIRST PARTY has the existing DOHBFHS accreditation and licensed as a level two Hospital with Tertiary Level Laboratory with satisfactory equipment and facilities, skilled and well-trained personnel to carry out needed services.

WHEREAS, the SECOND PARTY finds the services rendered by the FIRST PARTY to be fully satisfactory and desires enter into an agreement, under the following terms and conditions:

#### 1. HOSPITAL SERVICES

This agreement shall cover selected Hospital Services the SECOND PARTY may request, including but not limited to Laboratory examinations, X-ray, Ultrasound, Ct-Scan and 2D-Echocardiogram Services.

#### 2. REFERRALS

The SECOND PARTY should provide a written referral slip to determine the validity of the Hospital Service requested.

#### 3. PAYMENT OF BILLS

The settlement shall be no more than sixty (60) to ninety (90) days upon receipt of Summary of Accounts from the First Party. Check payments must be made payable to the FIRST PARTY.

#### 4. RECEIVING OF SAMPLES

All specimens given by the SECOND PARTY must be properly labeled, place in a correct tube/vial with the corresponding laboratory request.

#### 5. RELEASING OF RESULTS



The SECOND PARTY shall use the official result form from the FIRST PARTY and may forward thru email and shall be attached to the chart. The FIRST PARTY will provide a duplicate copy as need arises.

#### 6. MISCELLANEOUS PROVISIONS

In the event that any term of provision in this agreement is in conflict with any rule of law or is otherwise unenforceable under the laws or regulations of the Republic of the Philippines or any political subdivision thereof, such term shall be deemed stricken off from this agreement, but such invalidity shall not invalidate the remainder of this agreement.

In compliance with Republic Act No. 10173 or the "Data Privacy Act of 2012" or the "Data Privacy Act of 2012", the PARTIES hereby agree to amend the MOA by adding the following Data Sharing Agreement as follows:

#### 7. DATA PRIVACY

In performance of their obligations under the MOA, the Parties may provide, gain access to, obtain, or process personal data of individuals as defined by the Data privacy Act of 2012 that may be used by the PARTIES or in combination with other available information (hereinafter, "Personal Data").

The PARTIES, and their respective officers, employees, and agents shall ensure the privacy and protection of all Personal Data, and shall ensure that proper safeguards are in place for this purpose, and shall prevent any use of Personal Data for unauthorized purposes. The PARTIES further agree that they shall comply with all applicable laws and regulations concerning data privacy protection issued by the government and its agencies including but not limited to Republic Act No. 10173 or the Data Privacy Act.

The PARTIES shall not use personal data received, accessed or processed pursuant to the MOA for any purpose other than as specified in the MOA. If the MOA in any way authorizes a Party to process Personal Data, such PARTY shall not process it in a way that is incompatible with the purposes for which it was collected. The PARTIES shall not disclose Personal Data to any third party other than their (i) employees who have a legitimate need to know such Personal Data in furtherance of a Party's obligations under the MOA, and/or (ii) regulatory authorities, upon lawful request by such authority.

The PARTIES, and their respective officers, employees, agents or representative, who are involved in the processing of Personal Data shall hold the Personal Data

under strict confidentiality. The PARTIES shall also take reasonable precautions to protect the personal data from alteration or destruction and shall, at all times during its performance of the services, be responsible, at their own cost and expense, for implementing reasonable and appropriate measures to protect personal data against natural dangers such as accidental loss or destruction; human dangers such as lawful access, fraudulent misuse, unlawful destruction, alteration and contamination; and against any other form of data breach.

Both PARTIES agree to discuss and formulate detailed guidelines for a smoother and proper implementation of this Agreement. These detailed guidelines, when signed by the duly authorized representative of both parties which shall continue and form part of this Agreement.

This Agreement shall be effective for two (2) years upon signing, renewable upon agreement of the parties reduced in writing, signed and sworn to by the parties hereto.

IN WITNESS WHEREOF, the parties set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at San Pablo City, Laguna Philippines.

San Pablo Doctors Hospital  
By:

\_\_\_\_\_  
**MR. CARLO M. BRION, MHA, FPCHA**  
Hospital Director

San Pablo City General Hospital  
By:

\_\_\_\_\_  
**HON. VICENTE B. AMANTE, PhD**  
City Mayor

WITNESS:

\_\_\_\_\_  
**MR. ASTROID L. SALAZAR**  
Sr. Administrative Officer

\_\_\_\_\_  
**MICHAEL RITCHE L. FLORES, MD, DPBS**  
Medical Officer IV  
Officer-in-Charge

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES  
PROVINCE OF LAGUNA  
SAN PABLO CITY

BEFORE ME, A notary public for and in City of San Pablo, personally came and appeared known to me the same persons who executed the foregoing instrument and acknowledgement to me to be their free and voluntary act and deed.

The foregoing instrument relates to a MEMORANDUM OF AGREEMENT, consisting of four (4) pages including the page which this acknowledgement of written and signed by the parties and their instrumental witnesses above and on the left hand side of each and every pages and sealed with my notarial seal.

NAME	VALID ID	DATE AND PLACE OF ISSUE
MR. CARLO M. BRION,MHA,FPCHA	TIN 108837750	SAN PABLO CITY
HON. VICENTE B. AMANTE, PhD	TIN 104049548	SAN PABLO CITY

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_