TR

UB Refer To: Committees on Laws and Justice and Human Rights / Health, Sanitation and Nutrition

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY

BAGONG PILIPINAS

Provincial Governor's Office

January 7, 2026

THE HONORABLE MEMBERS
Office of the Provincial Council
This Province

RELEASED
PGO-SURIGAO DEL SUR
SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 1-8-26 TIME: 8:57 AM

Thru: **HON. MANUEL O. ALAMEDA, SR.**
Vice Governor & Presiding Officer

NG SANGGUNIANG PANLALAWIGAN
TANGGAPAN
RECEIVED
DATE: 1/8/26
BY:
TIME: 10:30 AM
TANDAG CITY, SURIGAO DEL SUR

Sir:

Greetings!

May we request for an URGENT passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into and sign a Memorandum of Agreement (MOA) in behalf of the Provincial Government of Surigao del Sur with the Department of Health – Caraga Center for Health Development, duly represented by its OIC-Regional Director, Sadaila K. Raki-in, MD, MCHM, MDM, CESO IV, regarding the effective and efficient implementation of Medical Assistance to Indigent and Financially Incapacitated Patients (MAIFIP).

Attached is a copy of the Draft of MOA and the recommendation of the provincial legal officer for your perusal.

We are hoping for your favourable and immediate action on the matter.

Truly yours,

JOHNNY T. PIMENTEL
Provincial Governor

OSSP – 26 – 05419

PROVINCE OF SURIGAO DEL SUR
Office of the Secretary to the Sangguniang Panlalawigan
Tel. No.: 086-2115832
Email: ossp@surigaodelsur.gov.ph

Date: _____
Time: _____
Received by:

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Provincial Legal Office

RECEIVED
PGO-SURIGAO DEL SUR
ARNIN C. CORDOVEZ
SIGNATURE OVER PRINTED NAME
CONTROL NO. 45 DATE: 01/08/26 TIME: 4:12

2nd Indorsement

January 7, 2026

Respectfully returned to **HON. JOHNNY T. PIMENTEL**, Governor this province, the herein 1st Indorsement dated January 5, 2026, pertaining to the **Memorandum of Agreement (MOA)** between the **Department of Health (DOH) CARAGA CENTER FOR HEALTH DEVELOPMENT** and **HINATUAN DISTRICT HOSPITAL**. After reviewing the MOA, the undersigned opines that the contract is valid. Thus, the governor may sign the agreement after obtaining an authority from the Sangguniang Panlalawigan.

ATTY. LIMUEL L. AUZA
Provincial Legal Officer

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY

BAGONG PILIPINAS

Office of the Governor

SUBJECT: **MEMORANDUM OF AGREEMENT BETWEEN DEPARTMENT OF HEALTH – CARAGA CENTER FOR HEALTH DEVELOPMENT AND PLGU SDS REGARDING THE EFFECTIVE AND EFFICIENT IMPLEMENTATION OF MEDICAL ASSISTANCE TO INDIGENT AND FINANCIALLY INCAPACITATED PATIENTS**

RELEASED
PGO-SURIGAO DEL SUR
SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 1-5-26 TIME: 3:23pm

1st Indorsement

January 5, 2026

Respectfully indorsed to **Atty. Limuel L. Auza, Provincial Legal Officer,** this Province, the herein basic communication from Sadaila K. Raki-in, MD, MCHM, MDM, CESO IV, OIC-Regional Director, Department of Health – Caraga Center for Health Development, for your review, comments, and recommendation, for your appropriate action.

JOHNNY T. PIMENTEL
Provincial Governor

By the Authority of Governor:

MARJORIE V. PAGARAN
ASSISTANT PROVINCIAL ADMINSTRATOR

PROVINCIAL LEGAL OFFICE
RECEIVED
DATE: 1-05-26
TIME: 4:46
BY:
PROVINCE OF SURIGAO DEL SUR

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between the following:

The **DEPARTMENT OF HEALTH – CARAGA CENTER FOR HEALTH DEVELOPMENT**, with office address at Pizarro Street Corner Narra Road, Butuan City, represented by, **SADAILA K. RAKI-IN, MD, MCHM, MDM, CESO IV**, in her capacity as the OIC-Regional Director, herein referred to as the "**FIRST PARTY**".

-and-

HINATUAN DISTRICT HOSPITAL, a Local Government Unit and healthcare service provider, organized and existing under and by virtue of the law of the Philippines with office address at P-2 Lacasa, Hinatuan, Surigao del Sur represented by **JOHNNY T. PIMENTEL**, in his capacity as Provincial Governor of Surigao del Sur herein referred to as the "**SECOND PARTY**"

WITNESSETH:

WHEREAS, the Department of Health (DOH), as the lead agency in the protection and promotion of the health of the Filipino citizens, particularly the marginalized and the poor/indigent as well as those classified as financially-incapacitated, is tasked to subsidize the *medical/hospitalization expenses of the patients in government and select private* hospitals/health facilities, clinical laboratories (including mobile clinical laboratories and non-institution based clinical laboratories), primary health care facilities, DOH accredited dental clinics and free standing dialysis clinics, both public and private;

WHEREAS, the **FIRST PARTY** as the implementing arm of the Department of Health within Region XIII, has been providing Medical Assistance to Indigent and Financially Incapacitated Patients through the subsidy of hospitalization expenses for drugs and medicines, medical procedures, confinement, professional fees, and other patient care services by partnering with identified health facilities through a Memorandum of Agreement (MOA);

WHEREAS, the **SECOND PARTY** is catering to its primary catchment area and nearby provinces, cities, and municipalities as secondary catchment areas;

WHEREAS, pursuant to Special Provision No. 6 of Republic Act No 12116 or the General Appropriations Act of 2025 and all its subsequent amendments which shall be specifically promulgated as the General Appropriations Act of the succeeding year/s, the Department of Health (DOH) was appropriated funds under Medical Assistance to Indigent and Financially Incapacitated Patients (MAIFIP) Program which shall be used for hospitalization and medical assistance to indigent or financially incapacitated patients, including but not limited to, in-patient services, out- patient services, comprehensive check-ups, emergency services, dental services, drugs and medicines as approved by the Food and Drug Administration (FDA), and professional fees, subject to the guidelines issued by the DOH;

WHEREAS, in accordance with the Special Provision No. 6 of Republic Act No. 12116 or the General Appropriations Act of 2025, the DOH through the Center for Health Developments (CHDs) may also enter into a Memorandum of Agreement (MOA) with clinical laboratories (including mobile clinical laboratories and non-institution based clinical laboratories), primary health care facilities, DOH accredited dental clinics and free standing dialysis clinics, both public and private, for health and medical services intended for the indigent and financially-incapacitated patients;

WHEREAS, Department of Health Administrative Order No. 2025-0011: "Revised Implementing Guidelines for the Medical Assistance to Indigent and Financially Incapacitated Patients (MAIFIP) Program", and its subsequent amendments establishes an effective and efficient system of implementation of the MAIFIP Program, and provide guidelines for the transparent administration and utilization of the MAIFIP Program Funds between the DOH-CHD

HON. JOHNNY T. PIMENTEL
Provincial Governor
(Second Party)

FAYE C. MARCOJOS, MD
Chief of Hospital I

GLENN H. TIANGHA, MD, MPH
OIC- Assistant Regional Director

SADAILA K. RAKI-IN, MD, MCHM, MDM, CESO IV
OIC- Regional Director
(First Party)

MA. SHEILA P. BUHION, CPA
Acting Provincial Government Department Head.
(Provincial Accountant)

COURTNEY LOVE MARTIN, CPA
DOH CHD CARAGA. Accountant III

and its partner hospitals/health facilities;

WHEREAS, BOTH PARTIES voluntarily execute this Memorandum of Agreement and obligate themselves to faithfully comply with all the responsibilities mentioned herein to ensure smooth and orderly implementation of the MAIFIP Program.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto do hereby agree to the following terms and conditions:

1. RESPONSIBILITIES OF THE FIRST PARTY:

a. Coordinate with the Second Party for the effective implementation of the MAIFIP Program and conduct a thorough monitoring and evaluation process to guarantee that the Second Party strictly adheres to the guidelines of the MAIFIP Program through verification of necessary documentary requirements, monitoring, and ensuring that the claims for reimbursement and/or payment are valid;

b. Designate a Regional MAIFIP Program Coordinator/s to ensure the strict implementation of the guidelines of the MAIFIP Program and be responsible for the coordination of all related activities and concerns of all parties;

c. Explain the purpose of this Agreement and aid in information dissemination to all parties who may be involved in carrying out this Agreement;

d. In the appropriate instances, provide a Referral or Guarantee Letter to eligible patients, which will be tendered to Second Party for availment of services, including Professional Fee/s, corresponding to the recommended amount of assistance, in addition to other requirements under DOH AO No. 2025-0011 and all its subsequent amendments;

e. Pay settle approved medical assistance owing to the Second Party through the MAIFIP Program Funds, as a result of the medical services rendered to MAIFIP Program beneficiaries assisted, treated and/or confined thereat, provided that all necessary documentary requirements are properly attached and submitted to the First Party. No money or cash or its equivalent shall be given or released directly to MAIFIP Program beneficiaries. Moreover, no reimbursement for out-of-pocket expenses which were already paid by the beneficiaries for their medical needs/services shall be allowed. All payments made to the Second Party shall be subject to the applicable accounting and auditing rules and regulations;

f. Upon Compliance with the Transfer or Release of Funds/Reimbursement Process, the First Party shall transfer funds or reimburse the Second Party the charges for medical services, drugs and medicines, including reader's fees and professional fees (as applicable) provided to eligible beneficiaries in accordance with the service coverage stated in the MAIFIP Program guidelines;

g. Review requests and authorize the release of the MAIFIP Program Funds in accordance with DOH AO No. 2025-0011 and all its subsequent amendments;

h. Regularly conduct monitoring and evaluation of the Second Party;

i. Submit to the Department of Health-Malasakit Program Office (MPO) a Report on the status of the implementation of the MAIFIP Program, as provided in DOH AO No. 2025-0011 and all its subsequent amendments;

j. The CHD Regional Director through the Malasakit Program Unit (MPU) shall determine the private hospitals, local government unit (LGU) hospitals, clinical laboratories (with mobile laboratories), primary health care facilities, DOH accredited dental clinics, free standing dialysis clinics and other public or private health facilities which can provide the necessary medical services to patients, subject to the MAIFIP Program guidelines issued by the MPO.

k. Release of subsequent funds shall be made only when at least (50%) of the amount previously sub-allotted/transferred has been liquidated and submitted. Certified correct

HON. JOHNNY T. PIMENTEL
Provincial Governor
(Second Party)

FAYE C. MARCOMOS, MD
Chief of Hospital I

GLENN H. TIANGHA, MD, MPH
OIC- Assistant Regional Director

SADAILA K. RAKI-IN, MD, MCHM, MDM, CESO IV
OIC- Regional Director
(First Party)

MA. SHEILA P. BUHION, CPA
Acting Provincial Government Department Head.
(Provincial Accountant)

COURTNEY LOVE MARTIN, CPA
DOH CHD CARAGA. Accountant III

by the Accountant, approved by the Head of Office and stamped received by the Commission on Audits or any proof that it has been received by the same.

2. RESPONSIBILITIES OF THE SECOND PARTY:

a. Ensure implementation of this Agreement and compliance to the provisions of the MAIFIP Program guidelines such as but not limited to DOH AO No. 2025-0011, its amendments, and latest issuances;

b. Designate a point person, preferably the Head of the Medical Social Services, who shall be responsible for the overall management, assessment of patients as to eligibility to the program, coordination, registry of patients, program monitoring and the submission of all reportorial requirements including monthly financial reports to the First Party;

c. Ensure that the Second Party's Medical Social Worker (MSW) shall be responsible for the thorough assessment and screening of the eligibility of patients and evaluation for medical assistance by:

   i. Ensuring the completeness and authenticity of documents prior to MAIFIP Program availment;

   ii. Evaluating the patient's eligibility through presentation of complete documents and requirements based on the issued provisions stated in the MAIFIP Program guidelines and all its subsequent amendments;

   iii. Processing medical assistance based on the needs of the eligible patient;

   iv. Ensuring administrative support through coordination with the First Party for the effective implementation of the program.

   v. Ensuring preparation of reportorial duties such as Liquidation and Financial Report for submission to the First Party.

d. Comply with the provision of DOH AO No. 2025-0011 and all its subsequent amendments relative to the assessment of eligible patients, compliance to documentary requirements, and services covered;

e. Facilitate provision of medical assistance and ensure compassionate delivery of quality healthcare services to the MAIFIP Program beneficiary;

f. Ensure availability of drugs and medicines, laboratories, diagnostic procedures, and other services needed by eligible patients;

g. Comply with the Order of Charging stipulated in the issued MAIFIP Program guidelines and all its subsequent amendments;

h. Coordinate first with the First Party prior to the availment of medical services of eligible patients to validate the corresponding recommended amount of assistance. Second Party may require a copy of referral or guarantee letter from the First Party whenever applicable.

i. Shall not unjustly refuse without valid grounds the acceptance of referral or Guarantee Letter, coupon, check or voucher issued by the DOH as full or partial payment of the obligation of the qualified beneficiary under the MAIFIP Program.

j. Ensure submission of health facility's billing statements and other relevant supporting documents on a regular basis, in accordance to DOH AO No. 2025-0011

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Provincial Governor
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SADAILA K. RAKI-IN, MD, MCHM, MDM, CESO IV
OIC- Regional Director
(First Party)

MA. SHEILA P. BUHION, CPA
Acting Provincial Government Department Head,
(Provincial Accountant)

COURTNEY LOVE MARTIN, CPA
DOH CHD CARAGA, Accountant III

and all its amendments;

k. Ensure that the hospital bill and health facility charges per service coverage in the MAIFIP guidelines is based on the standard billing cost for the patient availing MAIFIP Program.

l. Ensure the timely submission of the necessary Documentary Requirements with list of patients served to the First Party within the timeline set by the First Party after the discharge date or availment of needed medical service/s;

m. Submit the required monthly reports to the First Party reflecting the list of eligible patients served, type of assistance given, diagnosis, total charges and the actual amount granted, indicating therein where the claim has been settled or pending payment, in accordance to DOH AO No. 2025-0011 and all its amendments;

n. Perform necessary initial legal/administrative action and then report any complaint/s, suspected abuse, or mishandling of funds to the MPO and/or CHD;

o. The Second Party shall also report issues and concerns that hamper the effective and efficient implementation of the MAIFIP Program;

p. Facilitate the creation of internal policies, if necessary, that will support the implementation of MAIFIP Program or all its latest amendments;

q. Request access to patient charts, as necessary and applicable, for monitoring and evaluation, related to the implementation of the Program;

r. Submit a comprehensive health database containing the details of all patients who utilized the MAIFIP Program services, inclusive of diagnosed illnesses/diseases. This database will become an integral part of the CHD/DOH records;

s. Endorse patients to the referral hospital in coordination with the First Party for patients who require further tests and/or hospitalization services which the Second Party is unable to provide.

t. Liquidate the transferred funds before the release of subsequent funds.

3. JOINT RESPONSIBILITY OF BOTH PARTIES

a. The Parties shall designate MAIFIP Program Coordinator/s who shall be responsible for the overall management, coordination, registry of patients, program monitoring, and submission of all reportorial requirements to the CHDs;

b. The Parties shall ensure and fulfill the above-mentioned responsibilities including proper screening of eligible patients and rational use of the MAIFIP Program funds.

c. Ensure the protection of patients' personal sensitive information in accordance with the Data Privacy Act of 2012 (DPA) and related issuances of the National Privacy Commission;

4. TRANSFER OR RELEASE OF FUNDS/REIMBURSEMENT PROCESS. SUBJECT TO ACCOUNTING AND AUDITING RULES AND REGULATIONS, THE FIRST PARTY SHALL:

a. Transfer funds / reimburse total charges to select government hospitals/health facilities, clinical laboratories (including mobile clinical laboratories and non-institution based clinical laboratories), primary health care facilities, DOH accredited dental clinics and free-standing dialysis clinics upon submission of required documents per DOH AO No. 2025-0011 and all its subsequent amendments.

HON. JOHNNY T. PIMENTEL
Provincial Governor
(Second Party)

FAYE C. MARCOJOS, MD
Chief of Hospital I

GLENN H. TIANGHA, MD, MPH
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O/C- Regional Director
(First Party)

COURTNEY LOVE MARTIN, CPA
DOH CHD CARAGA, Accountant III

b. The Parties shall take into account the mandatory privilege deductions such as Senior Citizen (SC), Solo Parent, Pregnant Women, and Person with Disability (PWD), and the order of charging in the generation of the final charges and fees for the services provided.

5. EFFECTIVITY AND DURATION

This MOA shall take effect upon signing and execution by authorized representatives of the parties until December 31, 2027 subject to availability of funds or lapse of the validity of the MAIFIP funds contemplated herein per pertinent GAA provisions. Obligations which, by their nature, are to be performed after the expiration of the validity of this MOA (i.e., submission of reports) shall survive and continue to bind the parties until satisfactory compliance.

This MOA may be subject to early termination, in writing, by any of the parties.

6. AMENDMENT, MODIFICATION, ADOPTION OR DELETION

Any amendment, modification, addition or deletion of any provision of this agreement shall be agreed upon by the parties in writing.

7. SETTLEMENT OF DISPUTES

The parties shall exert effort to settle amicably any dispute arising out/or in connection with the agreement or its interpretation.

8. PENALTY CLAUSE

This MOA shall be implemented in accordance with the terms and conditions herein stipulated. Failure on the part of the **SECOND PARTY** to comply with any provision of this Agreement shall warrant its revocation and shall give rise to the filing of appropriate administrative, civil and criminal cases against the **SECOND PARTY.**

9. SEPARABILITY CLAUSE

If any provision of this MOA or application of such provision is declared invalid or not in accordance with the conditions stated in the DOH Administrative Order No. 2025-011, and all its amendments, the validity of the other provisions of this Agreement shall remain valid and not be affected.

10. AUTHORITY OF SIGNATORIES

The Parties, respectively, represent and warrant that all necessary corporate, internal and other approvals for the execution of this MOA have been duly obtained that the signatories herein are duly authorized for the foregoing purpose(s).

HON. JOHNNY T. PIMENTEL
Provincial Governor
(Second Party)

FAYE C. MARCOJOS, MD
Chief of Hospital I

GLENN H. TIANGHA, MD, MPH
OIC- Assistant Regional Director

MA. SHEILA P. BUHION, CPA
Acting Provincial Government Department Head,
(Provincial Accountant)

SADAILA K. RAKIN, MD, MCHM, MDM, CESO IV
OIC- Regional Director
(First Party)

COURTNEY LOVE MARTIN, CPA
DOH CHD CARAGA, Accountant III

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the ___ day of_____2025 at _____, Philippines.

DEPARTMENT OF HEALTH CENTER FOR HEALTH DEVELOPMENT- Caraga **(First Party)**	**HINATUAN DISTRICT HOSPITAL** **(Second Party)**
Represented by:	Represented by:
SADAILA K. RAKI-IN, MD, MCHM, MDM, CESO IV *OIC- Director IV*	**JOHNNY T. PIMENTEL** *Provincial Governor*

SIGNED IN THE PRESCENCE OF:

GLENN H. TIANGHA, MD *OIC- Assistant Regional Director*	**FAYE C. MARCOJOS, MD** *Chief of Hospital I*
COURTNEY LOVE MARTIN, CPA *Accountant III*	**MA. SHEILA P. BUHION, CPA** *Acting Provincial Government Department Head (Provincial Accountant)*

ACKNOWLEDGEMENT

Republic of the Philippines)
CITY OF BUTUAN .....)S.S
x----------/

BEFORE ME, this 10 NOV 2025 day of _____in Butuan City, personally appeared:

COMPLETE NAME	COMPETENT EVIDENCE OF IDENTITY
SADAILA K. RAKI-IN, MD, MCHM, MDM, CESO IV	

who are known to me to be the same persons who executed the foregoing instruments. all acknowledging that the same are their free and voluntary act and deed. This document consists of ___ pages, including this page on which this acknowledgment is written and related to the Memorandum of Agreement signed by the parties and their instrumental witnesses on all pages hereof except on the page where this acknowledgement is written.

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

Doc. No.: 123;
Page No.: 25;
Book No. IV;
Series of 2025.

ATTY. MARIBEL M. CAERLANG
NOTARY PUBLIC VALID UNTIL DECEMBER 31, 2026
NOTARIAL SERIAL No. 19-09-2024
ROLL No. 67535
PTR No. 9246792 01/02/2025
IBP No. 489972 12/31/2024
MCLE COMPLIANCE No. VIII - 00 14475
VALID UNTIL APRIL 14, 2028

ACKNOWLEDGEMENT

Republic of the Philippines)
CITY OF BUTUAN .....) S.S
x----------/

BEFORE ME, this___ day of _____in Butuan City, personally appeared:

COMPLETE NAME	COMPETENT EVIDENCE OF IDENTITY
JOHNNY T. PIMENTEL	

who are known to me to be the same persons who executed the foregoing instruments. all acknowledging that the same are their free and voluntary act and deed. This document consists of ____ pages, including this page on which this acknowledgment is written and related to the Memorandum of Agreement signed by the parties and their instrumental witnesses on all pages hereof except on the page where this acknowledgement is written.

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Doc. No.: _____;
Page No.: _____;
Book No. _____;
Series of 2025.