



cagayan de oro



Republic of the Philippines  
CITY OF CAGAYAN DE ORO  
**OFFICE OF THE CITY COUNCIL**  
www.cdeocitycouncil.com



**ORDINANCE NO. 15005-2025**

**AN ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH), REPRESENTED BY ITS PRESIDENT AND CHIEF EXECUTIVE OFFICER, MR. EMMANUEL R. LEDESMA, JR., COVERING THE COLLABORATION OF THE PARTIES IN THE DESIGNATION OF THE CITY GOVERNMENT AS A HEALTH CARE PROVIDER NETWORK (HCPN) DEMONSTRATION SITE FOR THE DELIVERY OF INDIVIDUAL-BASED HEALTH SERVICES AND THE IMPLEMENTATION OF THE PROSPECTIVE PROVIDER PAYMENT FOR HCPN, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN**

**BE IT ORDAINED** by the 20<sup>th</sup> City Council of Cagayan de Oro City in session duly assembled that:

**SECTION 1.** The Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, is hereby authorized to enter into and sign the Memorandum of Agreement (MOA) with the **Philippine Health Insurance Corporation (PhilHealth)**, represented by its President and Chief Executive Officer, Mr. Emmanuel R. Ledesma, Jr., covering the collaboration of the parties in the designation of the City Government as a Health Care Provider Network (HCPN) Demonstration Site for the delivery of individual-based health services and the implementation of the prospective provider payment for HCPN, under the terms and conditions stipulated therein.

**SECTION 2.** The aforementioned MOA consisting of four (4) pages on file with the Legislative Management Information System and Records Section of the Office of the City Secretary shall form part and parcel of this Ordinance.

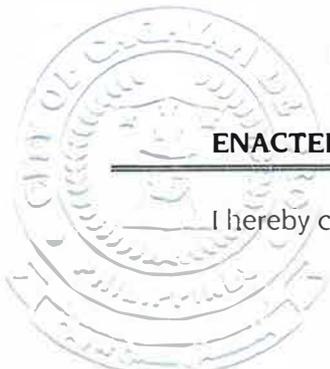
**SECTION 3.** This Ordinance shall take effect upon its approval.

**UNANIMOUSLY APPROVED.**

- Present:**
- 1<sup>st</sup> District: - Councilor Agapito Eriberto G. Suan
  - Councilor Roger G. Abaday
  - Councilor Imee Rose P. Moreno
  - Councilor George S. Goking
  - 2<sup>nd</sup> District: - Councilor Yevonna Yacine B. Emano
  - Councilor Ioyleen Mercedes L. Balaba
  - Councilor Ian Mark O. Nacaya
  - Councilor Edgar S. Cabanlas
  - Ex-Officio: - Councilor Yan Lam S. Lim
  - Councilor Datu Roberto P. Cabaring
  - Councilor Jay R. Pascual
  - Councilor Romeo V. Calizo
  - Councilor Iose Pepe S. Abbu, Jr.
  - Councilor Malvern A. Esparcia
  - Councilor Maria Lourdes S. Gaane
  - Councilor James K. Judith II
  - Councilor Christian Rustico M. Achas
  - Councilor Suzette G. Magtajas-Daba
  - Councilor Kenneth John D. Sacala

**ENACTED** this 20<sup>th</sup> day of January 2025 in the City of Cagayan de Oro.

I hereby certify to the correctness of the foregoing Ordinance.



**ARTURO S. DE SAN MIGUEL**  
CITY COUNCIL SECRETARY

Attested as duly enacted:

**JOCELYN B. RODRIGUEZ**  
CITY VICE MAYOR  
PRESIDING OFFICER

Approved:

Attested:

**ATTY. ROY HILARIO P. RAAGAS**  
CITY ADMINISTRATOR

**ROLANDO A. UY**  
CITY MAYOR

## MEMORANDUM OF AGREEMENT

### (Health Care Provider Network (HCPN))

#### KNOW ALL MEN BY THESE PRESENTS:

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

***PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH)***, a government-owned and controlled corporation duly created by virtue of Republic Act No. 7875 as amended by RA No 9241, RA No. 10606 and RA No. 11223 or the "Universal Health Care Act", as amended, with office address at Citystate Centre, 709 Shaw Boulevard, Oranbo, Pasig City, represented herein by its President and Chief Executive Officer, **EMMANUEL R. LEDESMA, JR.**, hereinafter called "**PHILHEALTH**"

-and-

***LGU - CAGAYAN DE ORO CITY AS HEALTH CARE PROVIDER NETWORK (CDO HCPN)***, an LGU City-owned network, authorized through a Sanggunian Panlungsod Resolution No. \_\_\_ issued on \_\_\_ and existing under the laws of the Republic of the Philippines, with principal address at Capistrano-Hayes Barangay 1, Cagayan de Oro City represented herein by City Mayor, Hon. **MAYOR ROLANDO A. UY** hereinafter called "**NETWORK**".

#### WITNESSETH THAT:

WHEREAS, Republic Act No. 11223 or the Universal Health Care (UHC) Act mandates health reforms that aim to deliver equitable, accessible, and quality health services, and empowers the **Philippine Health Insurance Corporation (PHILHEALTH)** to implement health financing reforms;

WHEREAS, in response to the need to implement reforms stipulated in UHC Act, **PHILHEALTH** endeavors to contract health care provider networks (HCPN) for the delivery of individual-based health services and to shift to prospective payment mechanisms to finance HCPN;

WHEREAS, the UHC Act mandates integrated local health systems to pool and manage, through a Special Health Fund (SHF), all resources intended for health services to finance population-based and individual-based health services, health system operating costs, capital investments, and remuneration of additional health workers and incentives for all health workers;

WHEREAS, **PHILHEALTH** has published PhilHealth Circular (PC) No. 2024-0015 outlining the guidelines on contracting HCPN for the delivery of individual-based health services, and PC No. 2024-0011 for implementing the

prospective provider payment for HCPN, which form an integral part of this Agreement;

**WHEREAS, PHILHEALTH** enjoins provinces, highly urbanized cities, independent component cities, and private facilities to integrate their resources and services in a HCPN and to initially implement an **HCPN** in a sandbox, referred to as the HCPN demonstration site; and

**WHEREAS, the HCPN, also referred to as NETWORK, is a group of health care providers, hereinafter referred to as MEMBER FACILITIES, governed by a Local Health Board, organized to deliver health care services in a coordinated and integrated manner;**

**NOW THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations hereinafter set forth, the Parties hereby agree, and by these presents, bind themselves, to wit:**

#### **I. AGREEMENT**

- a. The **NETWORK** agrees to actively participate as an HCPN demonstration site.
- b. The **NETWORK** agrees to maintain compliance with the requirements as prescribed by **PHILHEALTH** to implement benefits and its corresponding payments.
- c. The **NETWORK** shall provide comprehensive and continuous care, from primary to tertiary levels, to PhilHealth beneficiaries through an integrated and coordinated service delivery rendered by its component health care providers and facilities, hereinafter called **MEMBER FACILITIES**.
- d. **PHILHEALTH** and **LGU-CDO** shall enter into a service-level agreement (SLA) for the delivery of individual health services by the **LGU-CDO**. The same SLA shall indicate the volume of services and contract amounts to be paid by **PHILHEALTH** to the **NETWORK**. The same SLA specifies the benefits to be implemented by the **NETWORK**.
- e. The **NETWORK** shall enter into SLA with each **MEMBER FACILITY** to formalize engagement between them. The same SLA shall specify the type and volume of services, corresponding contract amounts, and its payment arrangement and schedule.
- f. **PHILHEALTH** agrees to provide the **NETWORK** with regular updates and orientation on **PHILHEALTH** policies and guidelines, address concerns, and issue clarifications as needed to facilitate benefit implementation.
- g. **PHILHEALTH** monitor and evaluate outcomes of the HCPN demonstration to inform future policy and program development.

## II. DURATION AND TERMINATION

- a. This Agreement shall be effective upon signing of both Parties and shall remain valid from \_\_\_\_\_ to \_\_\_\_\_
- b. Either party may terminate this Agreement in the event of a material breach, provided that the breaching party is given an opportunity to rectify the breach within [ ] days of receiving notice.
- c. The Agreement shall remain binding until terminated pursuant to the termination provisions of this Agreement.

## III. MISCELLANEOUS PROVISIONS

- a. Both Parties agree to maintain the confidentiality of information related to the implementation of this Agreement.
- b. This Agreement shall be governed and construed in accordance with the laws of the Republic of the Philippines. All PhilHealth circulars and issuances shall form an integral part of this Agreement. Venue of all actions arising from this Agreement shall be brought exclusively to the jurisdiction of the appropriate courts of the Philippines, without prejudice to the settlement of dispute through amicable settlement or alternative dispute resolution mechanisms under existing laws.
- c. No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a written agreement executed by the authorized representatives of both Parties.
- d. If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.
- e. Both Parties acknowledge that this Agreement constitutes the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.
- f. Data Privacy Compliance.

The Parties shall each be responsible for their respective compliance with Data Privacy Law, rules and regulations. Nothing in this Agreement shall be construed as constituting either party as a personal information controller or personal information processor of other parties herein, except that the Parties are free to subsequently enter into such agreements, to be embodied in the appropriate Memorandum.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PHILIPPINE HEALTH INSURANCE CORPORATION

LGU - CAGAYAN DE ORO CITY AS HEALTH CARE PROVIDER NETWORK (CDO HCPN)

By:

By:

EMMANUEL R. LEDESMA, JR  
President & CEO

MAYOR ROLANDO A. UY  
Authorized Representative of the NETWORK

Signed in the presence of:

\_\_\_\_\_  
PHILHEALTH

\_\_\_\_\_  
NETWORK

**A C K N O W L E D G E M E N T**

**REPUBLIC OF THE PHILIPPINES)**

\_\_\_\_\_ ) S.S.

**BEFORE ME**, this \_\_\_\_\_ day of \_\_\_\_\_, appeared the following persons, showing to me their respective competent proofs of identity to wit:

NAME	GOV'T I.D. NOS.	DATE/PLACE ISSUED
EMMANUEL R. LEDESMA, JR. PCEO, PhilHealth	_____	_____
_____ Authorized Representative, NETWORK	_____	_____

Known to me to be the same persons who executed the foregoing Memorandum of Agreement between the **PHILIPPINE HEALTH INSURANCE CORPORATION** and **LGU-CDO consisting** of \_\_\_\_\_ pages including this acknowledgment page. The Parties acknowledged before me that the same is their free and voluntary act and deed, and that of the corporate entities they respectively represent.

**WITNESS MY HAND AND SEAL** on the date and at the place above written.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 202\_\_\_\_\_