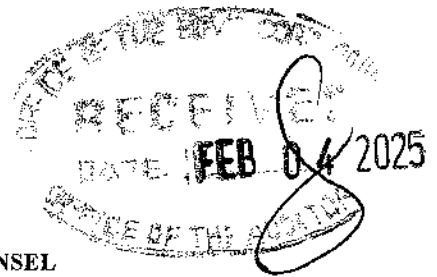




REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
OFFICE OF THE GOVERNMENT CORPORATE COUNSEL
3rd Floor MWSS Administration Building, Katipunan Avenue
Balara, Quezon City
Tel. Nos. (02) 34363779 / (02) 79782044 • Fax No. (02) 34364475
www.ogcc.gov.ph
records@ogcc.gov.ph



**AGENCY-TO-AGENCY AGREEMENT WITH THE PHILIPPINE HEART
CENTER FOR THE CONDUCT OF ANNUAL PHYSICAL
EXAMINATION FOR OGCC EMPLOYEES**

KNOW ALL MEN BY THESE PRESENTS

This Memorandum of Agreement is made and entered by and between:

The **OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC)**, an agency of the government organized and existing under and by virtue of Republic Act (RA) 2327, as amended, attached to the Department of Justice with principal office at 3rd Floor, MWSS Building Katipunan Avenue, Balara, Quezon City, represented by its Government Corporate Counsel, **ATTY. SOLOMON M. HERMOSURA**

and

The **PHILIPPINE HEART CENTER (PHC)**, an accredited hospital of the Department of Health (DOH) organized and existing under Presidential Decree (PD) 673, with principal office at East Avenue, Diliman, Quezon City, duly represented by its Executive Director, **DR. AVENILO L. AVENTURA, JR., M.D.**

The **OGCC** and the **PHC** are hereinafter collectively referred to as the **"PARTIES"**.

WHEREAS, the **PHC** is committed to provide high quality and strong customer service, responsive to the health needs of the Filipino people, and provide compassionate and expert patient care;

WHEREAS, the **OGCC** requires the provision, supply, and delivery of Annual Physical Examination (APE) of the **OGCC** workforce to maintain their health and ensure that they adequately meet the requirements of public service (hereinafter referred to as the **"Project"**);

WHEREAS, the **OGCC** and the **PHC**, under Section 53.5 of the 2016 Revised Implementing Rules and Regulations (RIRR) of RA 9184, are qualified to enter into an Agency-to-Agency Agreement;

.....committed to uphold justice
under the rule of law



WHEREAS, the OGCC, after performing a cost-benefit analysis, determined that resorting to an Agency-to-Agency Agreement under Section 53.5 of the RIRR is more efficient and economical;

WHEREAS, the OGCC has determined that the PHC has the absorptive capacity to undertake the project, that it owns or has the necessary tools and equipment for the required project, and that its offer is the most favorable, advantageous, cost-efficient and beneficial for the Project;

WHEREAS, the OGCC Bids and Awards Committee (BAC), issued its Resolution No. 55 dated 7 November 2024 recommending the approval of the procurement of APE of OGCC Employees through Negotiated Procurement-Agency Agency.

NOW, THEREFORE, for and in consideration of the foregoing, the **PARTIES** agree as follows:

SECTION 1. The following documents as required by the 2016 RIRR of RA 9184 shall be deemed to form and be read and construed as integral part of this Contract, *viz.*:

- a. Purchase Request;
- b. Cost-Benefit Analysis, including the Technical Reference/Specification;
- c. Certificate of Competency issued by PHC; and
- d. BAC Resolution recommending the approval of the resort to Negotiated Procurement-Agency Agency for the conduct of the APE of OGCC Employees.

SECTION 2. SCOPE OF SERVICES/OBLIGATIONS OF PHC

2.1 The PHC shall perform the services under this MOA as agreed upon by the PARTIES. PHC shall undertake to provide the OGCC with the provision and administration of the APE which shall cover all OGCC officials and employees. The APE shall include the following examinations and procedures:

Outpatient Diagnostic Package:

- a. Complete blood count;
- b. Fasting blood sugar;
- c. Lipid profile;
- d. Routine urinalysis;
- e. Chest x-ray

2.2 The PHC shall render the services within the period stated in the Notice to Proceed (NTP) or upon a schedule mutually agreed upon by the Parties.

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Another physical exam/ diagnostic check-up schedule may be arranged upon the request of the OGCC to accommodate those OGCC employees who are not available during the first schedule.

The final quantity shall be provided three (3) calendar days before the scheduled examination date/s and shall serve as the basis for the actual contract price.

2.3 The PHC shall provide the OGCC a Summary Report and/or recommendations based on the results of the diagnostic/laboratory procedures within two weeks from its completion. The PHC is not permitted to communicate official results directly to the emails of each OGCC officials and employees. The results shall be submitted by PHC only through **ADO F V SONIA P. TUBO**, Head of the Personnel Section of the OGCC.

2.4 Issue a Statement of Account/Billing Statement to the OGCC indicating the total amount to be paid by the OGCC based on the actual number of OGCC employees who underwent the APE.

2.5 Nothing in this contract shall exclude or limit the liability of PHC or its personnel in the case of: a) death or personal injury resulting from PHC's or its personnel's negligence; b) willful misconduct; or c) fraud.

SECTION 3. PAYMENT

3.1 Payment to PHC shall not exceed the Total Contract Price (TCP) of **THREE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED TWENTY PESOS (PhP353,920.00)**, inclusive of Value-Added Tax (VAT) and other applicable taxes.

3.2 The total consideration shall be based on the actual number of OGCC employees who underwent the APE.

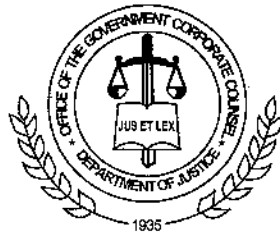
3.3 The OGCC shall pay the PHC within thirty (30) working days upon receipt of the following documents submitted by the PHC subject to the recommendation of the OGCC Health and Wellness Committee and/or Inspection and Acceptance Committee that the services have been rendered satisfactorily in accordance with the terms of this contract:

- a. Statement of Account/Billing Statement; and
- b. APE results.

SECTION 4. OBLIGATIONS OF THE OGCC

4.1 Warrants, subject to the requirements of Confidentiality and Data Privacy under Article 12.7, that the PHC shall be provided access to the list of officials and employees who will undergo the APE including the schedule of the examination.

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under the rule of law



4.2 Issue Final Acceptance and Certification that the services were satisfactorily delivered upon completion of the implementation of the Project.

SECTION 5. TERMINATION

5.1 Termination by OGCC

The OGCC shall terminate this Contract, after thirty (30) days of receipt of written notice to PHC, when any of the following conditions attends its implementation:

- a. Outside of force majeure, the PHC fails to deliver or perform the Services set forth in Section 2 of this Contract within the period(s) specified in this Contract, or within any extension thereof granted by the OGCC pursuant to a request made by the PHC prior to the delay.
- b. As a result of force majeure, PHC is unable to deliver or perform a material portion of the Services as set forth in Section 2 hereof for a period of not less than sixty (60) calendar days after PHC's receipt of the notice from the OGCC stating that the circumstance of force majeure is deemed to have ceased.
- c. In whole or in part, at any time for its convenience, the OGCC may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- d. The PHC failed to perform any other obligation under this Contract.

5.2 Termination by PHC

The PHC must serve a written notice to OGCC of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by OGCC with regard to such written notice within thirty (30) calendar days after the receipt thereof.

SECTION 6. DISPUTE SETTLEMENT

6.1 The Parties shall endeavor to resolve amicably by arbitration pursuant to Presidential Decree (PD) 242 all disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity, suspension, or termination.

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SECTION 7. MISCELLANEOUS PROVISIONS

- 7.1 Neither Party may assign or transfer its rights and obligations under this Contract without the prior written consent of the other Party, whose consent shall not be unreasonably withheld or delayed.
- 7.2 This Contract shall be governed by and construed for all purposes in accordance with Republic Act 9184, its 2016 Revised Implementing Rules and Regulations, relevant Commission on Audit (COA) Rules and Regulations and other applicable rules.
- 7.3 The Parties agree that all disputes, legal actions, suits and proceedings arising from or relating or incidental to this Contract shall be filed with a competent court in Quezon City to the exclusion of all other courts.
- 7.4 This Contract shall take effect on the date of PHC's receipt of the NTP and shall be expire upon full payment of the OGCC of PHC's services.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures this 23rd day of December 2024 at Quezon City, Philippines.

**OFFICE OF THE GOVERNMENT
CORPORATE COUNSEL**

PHILIPPINE HEART CENTER


By:

By:


SOLOMON M. HERMOSURA
Government Corporate Counsel


AVENILO L. AVENTURA, JR., M.D.
Executive Director

Witnesses:

 _____

Certified Funds Available:


EMIL CHRISTIAN V. RAGASA
Accountant IV

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under the rule of law



ACKNOWLEDGMENT

Republic of the Philippine)
Quezon City) S.S

BEFORE ME, a Notary Public for and in Quezon City, Philippines, personally appeared the following and exhibited their respective identification documents:

NAME	ID NUMBER	DATE/PLACE ISSUED
SOLOMON M. HERMOSURA		
AVENILO L. AVENTURA, JR., M.D.		

During such appearance, they declared to me (1) that they voluntary affixed their signatures on the foregoing instrument for the purposes stated therein; (2) that they executed the instrument as their free and voluntary act and deed; and (3) that they have full authority to sign the instrument.

This Instrument, including this page, has six (6) pages.

WITNESS MY HAND AND SEAL, on the date and place first above written.

Doc. No. 45 ;
Page No. 10 ;
Book No. 100011 ;
Series of 2025.

MEDARDO R. DEVERA
Notary Public for Quezon City
Admin Matter No. NP. 064 Until Dec. 31, 2025
5 West Avenue, Quezon City M.M.
PTR No. 6989968/01-03-25
NBP Lifetime Member No. 06378/ Quezon Province
BCLE Compliance No. VII-20038/ Valid until April 2025
Roll No. 32308

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NOTICE OF AWARD

12 December 2024

DR. AVENILO L. AVENTURA, JR., M.D

Executive Director

Philippine Heart Center

East Avenue, Quezon City

Contact: 8925.2401 local 3200/3201/3205

Email: director@phc.gov.ph

Dear Dr. Aventura, Jr.:

We are pleased to inform you of the Office of the Government Corporate Counsel's (OGCC) acceptance of **Philippine Heart Center's** Quotation for the "**Annual Physical Examination of OGCC Employees,**" with a Total Contract Price of **Three Hundred Fifty-Three Thousand Nine Hundred Twenty Pesos (PhP353,920.00)**, inclusive of appropriate taxes and fees.

Very truly yours,


SOLOMON M. HERMOSURA
Government Corporate Counsel

Conforme:



DR. AVENILO L. AVENTURA, JR., M.D

Executive Director

Philippine Heart Center

East Avenue, Quezon City

Contact: 8925.2401 local 3200/3201/3205

Email: director@phc.gov.ph

Date Received: _____

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NOTICE TO PROCEED

16 January 2025

DR. AVENILO L. AVENTURA, JR., M.D

Executive Director

Philippine Heart Center

East Avenue, Quezon City

Contact: 8925.2401 local 3200/3201/3205

Email: director@phc.gov.ph

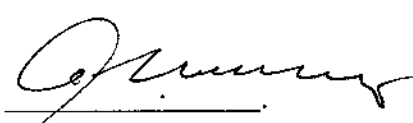
Dear Dr. Aventura, Jr.:

Notice is hereby given to **Philippine Heart Center** to commence with the "**Annual Physical Examination of OGCC Employees,**" according to the terms and conditions of the attached Contract from receipt of this Notice.

Please acknowledge receipt and acceptance of this Notice by signing both copies¹ in the space provided below.

Very truly yours,


SOLOMON M. HERMOSURA
Government Corporate Counsel

I acknowledge receipt of this Notice on 
Name of Representative of the Bidder: **DR. AVENILO L. AVENTURA, JR., M.D**

¹ Keep one copy and return the other two (2) copies to the Office of the Government Corporate Counsel.