

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement on the Implementation of the Integrated Clinic Information System (iClinicSys) for <Name of City/Municipality> is made and entered into this \_\_\_ day of \_\_\_\_\_, <Year>, in the <Name of City/Municipality>, by and between:

The **DEPARTMENT OF HEALTH, CENTER FOR HEALTH DEVELOPMENT (DOH-CHD) – CALABARZON**, an executive department of the government created pursuant to E.O. 94, s. 1947, transformed under E.O. 102, s. 1999, with principal office in **QMMC COMPOUND, PROJECT 4, QUEZON CITY** hereinafter referred to as the **DOH-CHD**, represented herein by **VOLTAIRE S. GUADALUPE, MD, MPH, MAHPS, DIRECTOR IV, CENTER FOR HEALTH DEVELOPMENT IV – A CALABARZON;**

AND

The **PROVINCIAL/CITY/MUNICIPAL GOVERNMENT of <Name of Provincial/City/Municipality>**, a local government unit with principal office at <Address of the Provincial/City/Municipality>, hereinafter referred to as **SECOND PARTY** represented herein by its <Mayor/Governor>, the **HONORABLE <NAME OF MAYOR/GOVERNOR>**;

**WITNESSETH THAT:**

**WHEREAS**, the DOH by virtue of its mandate, holds the over-all technical authority in health with three major roles of leadership and regulator in health; enabler and capacity builder; and administrator of special health services;

**WHEREAS**, Republic Act 11223, aims to (1) progressively realize universal health care in the country through a systemic approach and clear delineation of roles of key agencies and stakeholders towards better performance in the health system; and (2) ensure that all Filipinos are guaranteed equitable access to quality and affordable health care goods and services, and protected against financial risk.

**WHEREAS**, Section 19, Chapter V of the Republic Act No. 11223, otherwise known as the “Universal Health Care (UHC) Act”, states that “The DOH, Department of Interior and Local Government (DILG), Philippine Health Insurance Corporation (PhilHealth), and LGUs shall endeavor to integrate health systems into province-wide health systems”;

**WHEREAS**, Section 35, Book I of the Local Government Code of 1991 (RA No. 7160) states that “Local Government Units may enter into joint ventures and such other cooperative arrangements with peoples and non-governmental organizations to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improve productivity and income, diversify agriculture, spur rural industrialization, promote ecological balance, and enhance the economic and social well-being of the people”;

**WHEREAS**, Section 6 of the Republic Act No. 11332, otherwise known as the “Law on Reporting of Communicable Diseases” states that “all public and private physicians, allied medical personnel, professional societies, hospitals, clinics, health facilities, laboratories, institutions, workplaces, schools, prisons, ports, airports, establishments, communities, other government agencies, and NGOs are required to accurately and immediately report notifiable diseases and health events of public health concern as issued by the DOH”;

MONICA JENNIFER B. VICTORINO, MD, MPH  
OIC-Director III  
CENTER FOR HEALTH DEVELOPMENT  
CALABARZON

NAME OF LGU WITNESS  
POSITION  
NAME OF OFFICE

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**WHEREAS**, the DOH's 8-Point Action Agenda states that the Department has prioritized digital health under the banner of *"Teknolohiya para sa Mabilis na Serbisyong Pangkalusugan."* This initiative seeks to leverage technology to address critical healthcare challenges. By maximizing technological advancements, the DOH aims to: (1) streamline processes, reduce wait times, (2) make health services more accessible to all, particularly those in remote or underserved areas, (3) harness timely and accurate data for making administrative and management decisions within the health sector, and (4) ensuring robust information security and data privacy to protect sensitive information and maintain public trust.

**WHEREAS**, DOH Administrative Order No. 2011-0010 *"Implementing Procedures and Guidelines in Reporting Field Health Services Data to the DOH Central Office,"* provide guidelines and procedures on reporting field health services data and that said order applies to all DOH Central Offices, Regional Health Offices, DOH retained and Local Government Units with health facilities such as Provincial/City/Municipal/District/Barangay Health Offices;

**WHEREAS**, one of the technology solutions developed by DOH through Epidemiology Bureau (EB), Disease Prevention and Control Bureau (DPCB) and Knowledge Management and Information Technology Service (KMITS) which implemented at point of care is the iClinicSys, a reference model for electronic medical records and health information system for primary care facilities that satisfies Philippine Health Insurance Corporation requirements such as benefit packages through capitation and DOH reporting necessities including national health data standards;

**WHEREAS**, iClinicSys is provided free to interested primary health care facilities including the training and technical support if needed subject to compliance to health information interoperable standards, acceptability of ICT infrastructure in place and commitment for primary care facility management and operation support including availability of at least two (2) iClinicSys designated encoders;

**WHEREAS**, the Second Party intends to adopt and utilize the iClinicSys as an electronic medical record (EMR) and health information system to enhance the delivery of health services, including but not limited to the management of patient demographics, medical histories, diagnoses, treatments, medications, laboratory requests, and results; and

**WHEREAS**, the Second Party further aims to leverage the system to generate necessary data for internal use, as well as for submission to the Department of Health (DOH) and the Philippine Health Insurance Corporation (PhilHealth) in compliance with applicable regulations;

**WHEREAS**, the Second Party shall not disclose, release, distribute, disseminate or sell the iClinicSys or allow others to obtain such copies from the system for any purpose other than that permitted by the DOH and/or as required by law;

**WHEREAS**, all data/information lodged in the jurisdiction of the Second Party under its supervision, care and/or custody are rightly owned by the Second Party, even after this MOA has been terminated or expired;

**WHEREAS**, the Manual of Procedures of Field Health Services Information System requires the recording and reporting of service coverage provided by the BHSs and RHUs, including other providers of similar services such as the Out-Patient Department (OPD) of government and private hospitals, as well as private health facilities for certain health services and other service delivery point facilities, to have functional and responsive health service delivery to be able to develop and disseminate annual report on national, regional and local public health service coverage;

**WHEREAS**, both parties hereby unconditionally and irrevocably agree to preserve and maintain with utmost confidence all Confidential Information, use the said information in the performance of services in accordance to the agreement and segregate the Confidential Information accordingly respective of its rightful owners. All confidential health information or medical records information that are exchanged among the parties shall remain the property of the Second Party. Other policies on Confidential Health

Information shall conform to Republic Act No. 10173 or the “Data Privacy Act of 2012,” and its implementing rules and regulations.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the covenant hereunder, the parties have mutually agreed to enter into this Agreement under the following terms and conditions:

### DEFINITION OF TERMS

For the purposes of this DSA, “*data protection officer*”, “*data sharing*”, “*data subject*”, “*personal data*”, “*personal information controller*”, and “*processing*”, shall have the same meaning as in RA No. 10173 or the Data Privacy Act of 2012, and its Implementing Rules and Regulations:

- a. **Computer Emergency Response Team** refers to a group of information security experts responsible for the protection against, detection of and response to an organization’s cybersecurity incidents.
- b. **Data Protection Officer** refers to the person accountable for ensuring compliance by the PIC or PIP with the Data Privacy Act, its IRR, related issuances of the National Privacy Commission, and other applicable laws and regulations relating to data privacy and security.
- c. **Data sharing** is the disclosure or transfer to a third party of personal data under the control or custody of a personal information controller
- d. **Data subject** refers to an individual whose personal information is processed
- e. **Electronic Medical Record (EMR) System** refers to an electronic system that stores a patient's health-related information
- f. **Integrated Clinic Information System (iClinicSys)** is a DOH developed EMR System.
- g. **Information Security** is the protection of information and systems from unauthorized access, use, or destruction.
- h. **Personal information** refers to any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual
- g. **Processing** refers to any operation or any set of operations performed upon personal information including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data.
- h. **Third-Party EMR System Provider** - is an external organization or company that offers development, maintenance, and technical support to Electronic Medical Record Systems and related services to healthcare providers, such as hospitals, clinics, and private practices.

### SECTION I. PURPOSE

This Agreement is entered into by the First Party and the Second Party to effectively conduct a study on the use and implementation of the Integrated Clinic Information System (iClinicSys).

### SECTION II. DUTIES AND RESPONSIBILITIES

1. The **FIRST PARTY** shall:
  - A. Assist the Second Party in the installation and access to the iClinicSys by providing resources such as system installer, version updates and soft copy of software operations manual;
  - B. Provide training for technical staff of the Second Party on how to use and manage the iClinicSys;
  - C. Provide technical assistance in case there is a need to troubleshoot the system;
  - D. Secure any data that may be required for information exchange if allowed; and
  - E. Conduct monitoring and evaluation on the performance of the system

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2. The **SECOND PARTY** shall:

- A. Utilize iClinicsys as its exclusive EMR system for all patient records, medical information management, and related healthcare operations within the Second Party's health facilities and services. This exclusivity extends to all departments and personnel involved in patient care and data management;
- B. Be responsible for the provision and maintenance of necessary ICT resources required to implement the system;
- C. Inform the data subjects the details of the personal information processing including the procedure of collection, usage, storage, sharing, and disposal;
- D. Ensure that data subjects agree to the privacy consent prior to data collection and processing;
- E. Adhere to patient privacy and confidentiality rules and regulations to ensure the implementation of the information exchange of common interest among the parties;
- F. Ensure patient data are accurate, complete, valid, consistent, and unique;
- G. Share and exchange relevant information compliant with the Data Privacy Act and other applicable legislation, issuance from the relevant government agencies;
- H. Have in place appropriate physical, technical and organizational measures to protect the personal data received from the other Party against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, as well as against any other unlawful processing;
- I. Report security incidents to the Data Protection Officer of the Second Party and First Party

**SECTION III. EXCLUSIVITY OF ICLINICSYS AND DOH SUPPORT**

- 1. **Sole EMR System.** The Second Party agrees to utilize iClinicsys as its exclusive EMR system for all patient records, medical information management, and related healthcare operations within the Second Party's health facilities and services. This exclusivity extends to all departments and personnel involved in patient care and data management.
- 2. **Prohibition of Third-Party EMR Systems.** The Second Party shall not implement or utilize any other third-party EMR systems, whether concurrently with iClinicsys or as a replacement for it, without the express written consent of both the Provider and the Department of Health (DOH).
- 3. **Withdrawal of DOH Support.** The Second Party acknowledges and understands that the DOH's support for the Second Party's EMR infrastructure, including but not limited to (*e.g., training, maintenance, data integration, funding, access to DOH systems*), is contingent upon the Second Party's exclusive use of iClinicSys. In the event that the Second Party breaches this Agreement by implementing or utilizing a third-party EMR system without prior written consent from both the Provider and the DOH, all DOH support related to EMR systems will be immediately withdrawn. The DOH will have the sole discretion in determining the extent and nature of the support to be withdrawn.
- 4. **Notification of Intent to Use Third-Party EMR.** Should the Second Party, for any reason, contemplate the use of a third-party EMR system, it must provide written notification to both the Provider and the DOH at least ninety (90) days prior to the intended implementation date. This notification must clearly state the reasons for considering a change, the proposed alternative EMR system, and a plan for data migration (*if applicable*).
- 5. **Reinstatement of DOH Support.** Reinstatement of DOH support will be subject to a review and approval process by the DOH, which may include, but is not limited to, an assessment of the impact of the third-party EMR usage, the Second Party's commitment to returning to exclusive use of iClinicsys (*if applicable*), and any necessary corrective actions taken by the Second Party.

## SECTION IV. INDEMNIFICATION

The parties agree that they shall comply with all required or applicable Philippine governing laws, policies, ordinances, memoranda and other issuances or mandates related to the iClinicSys. Further, the Second Party agrees to hold harmless and indemnify DOH against any loss or damage, to include reasonable attorney's fees that may be sustained by reason of the failure of the Second Party to comply with such laws, policies, ordinances, memoranda and other issuances or mandates and vice versa.

## SECTION V. SECURED DATA TRANSFER

Both parties shall implement organizational, physical, and technical security measures to maintain the confidentiality, integrity, and availability of the personal data and ensure compliance with Section 20 of the Data Privacy Act of 2012, its implementing rules and regulations, and relevant issuances from the National Privacy Commission (NPC), as well as guidelines and standards issued by the Department of Information and Communications Technology (DICT).

The parties shall regularly review and update these procedures to address emerging threats and vulnerabilities. Any breach or non-compliance with these security obligations shall be promptly reported and remediated in accordance with applicable laws and regulations.

## SECTION VI. NON-DISCLOSURE

The parties shall not disclose any information or documents that are identified as confidential and obtained from other parties during the course of this Agreement, except as may be required in carrying out the Agreement and written consent of the providing Party.

Any undertaking that will or may involve the processing and disclosure of personal information or sensitive personal information shall be governed by the Data Privacy Act of 2012, its Implementing Rules and Regulation (IRR), and other issuances by the NPC.

## SECTION VII. BREACH MANAGEMENT

1. **Report.** Within twenty-four (24) hours of becoming aware of any unauthorized use, disclosure, security incident, or potential breach involving personal data, the affected Party must promptly notify the other Party that shared the personal data. Additionally, the responsible Party shall, within seventy-two (72) hours of the incident, formally report the matter to the National Privacy Commission (NPC) and notify the affected data subjects in accordance with NPC Circular No. 16-03.
2. **Cooperation and Mitigation.** A Party who receives the personal data shall cooperate with any mediation that the other Party, in its discretion, determines is necessary to:
  - i. address any applicable reporting requirements, and
  - ii. mitigate any effects of such unauthorized use or disclosure of the Personal Data or any security incident or possible security breach, including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.
3. **Computer Emergency Response Team (CERT).** The CERT unit of the respective parties shall conduct investigation and breach management protocols, if necessary.

## SECTION VIII. TERMINATION

At any time during the effectiveness of this MOA, any of the parties may terminate the same upon written notice to that effect at least thirty (30) days prior to the date of such termination. Activities in progress at the time of termination of this MOA shall be permitted to coincide as planned unless otherwise agreed.

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**SECTION IX. AMENDMENTS AND EFFECTIVITY**

This Agreement shall take effect upon signing by the parties and shall remain in full force and effect unless otherwise revoked, terminated or modified for caused by any of the parties with prior written notice to the other parties.

A yearly review of the terms and conditions of this Agreement shall also be undertaken by the contracting parties to ensure relevance and fitness with the incumbent data and information priorities and needs.

**SECTION X. MISCELLANEOUS**

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered, if delivered by hand, registered mail, facsimile transmission, or electronic mail to the address of the other Party as specified in this Agreement, or any address notified in writing to the other Party.

The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

If any part, term, or provision of this Agreement is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this Agreement shall be affected.

Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or any warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

This Agreement shall be governed by existing Philippine laws, rules, and regulations, and the parties agree to submit disputes arising out of, or in connection with this Agreement, to arbitration before invoking the jurisdiction of the courts.

**IN WITNESS WHEREOF**, the parties hereto have signed this MOA on the \_\_\_\_\_ day of \_\_\_\_\_ 2026 in Manila, Philippines.

**FIRST PARTY**

**SECOND PARTY**

**VOLTAIRE S. GUADALUPE,**  
**MD, MPH, MAHPS**  
DIRECTOR IV  
CENTER FOR HEALTH DEVELOPMENT  
CALABARZON

<NAME OF GOVERNOR/MAYOR>  
<POSITION>  
<NAME OF PROVINCE>

Signed in the presence of:

**DOH**

**LGU**

**MONICA JENNIFER B. VICTORINO,**  
**MD, MPH**  
OIC-DIRECTOR III  
CENTER FOR HEALTH DEVELOPMENT  
CALABARZON

<NAME OF WITNESS>  
<POSITION>  
<NAME OF PROVINCE>

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

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

**BEFORE ME**, this \_\_\_\_\_ day of \_\_\_\_\_, 2026 at the City of Manila, Philippines personally appeared:

**VOLTAIRE S. GUADALUPE, MD,  
MPH, MAHPS**

**NAME OF GOVERNOR/MAYOR**

ID. No. \_\_\_\_\_

Issued at \_\_\_\_\_

On \_\_\_\_\_

ID. No. \_\_\_\_\_

Issued at \_\_\_\_\_

On \_\_\_\_\_

Both known to me to be the same persons who executed the foregoing agreement and exhibited to me their respective resident certificates as indicated below their names and acknowledged to me that the same is their voluntary act and deed.

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