Republic of the Philippines
Department of Health
OFFICE OF THE SECRETARY

September 4, 2020

DEPARTMENT CIRCULAR
No. 2020- 0325

TO : **CENTERS FOR HEALTH DEVELOPMENT, DOH LICENSED COVID-19 TESTING LABORATORIES AND OTHER STAKEHOLDERS CONCERNED**

SUBJECT : **Interim Guidelines in the Requisition of COVID-19 Testing Supplies for DOH Licensed COVID-19 Testing Laboratories and Swabbing Sites**

To ensure systematic and continuous supply of **specimen collection kits, laboratory reagents and consumables (excluding Genexpert cartridges)** from the Department of Health to the swabbing sites and DOH-licensed COVID 19 Laboratories under the COVID-19 Laboratory Network, the Department of Health - Public Health Services Team (DOH-PHST) shall only issue specimen collection kits to Centers for Health Development (CHDs) and the laboratory reagents and consumables to corresponding DOH-licensed COVID-19 Testing Laboratories respectively.

I. Swabbing Sites

A. National government-managed swabbing sites or Local Government Units (LGUs) that facilitate community swabbing activities may partner with public or private laboratories who will process their specimens.
B. If the partner laboratory is government-owned, they may receive test kits upon request.
C. If the partner laboratory is privately-owned, they shall be required to sign a Memorandum of Agreement (Annex A) one-time and Deed of Donation (every time it expects to receive test kits). The MOA shall be between the CHD in their zone, as per Department Memorandum (DM) No. 2020-0294 entitled Revised Interim Guidelines on the Zoning of COVID-19 Testing Laboratories
D. All requests shall be coursed through this digital online request form with the following MINIMUM information needed: https://tinyurl.com/SwabbingSitesRequest
    1. **Specific items requested** (e.g. specimen collection kits [virus transport media, oropharyngeal and/or nasopharyngeal swabs], PCR detection kits, Extraction kits, laboratory consumables)
    2. **Targeted number of individuals to be tested**
    3. The confirmed **DOH-licensed COVID-19 testing laboratory** where the swabbing centers will send specimens
    4. Full name and contact number of **authorized personnel from the partner laboratory**
    5. Full name and contact number of the **point person in-charge of requesting agency.**
    6. Attached **Letter of Request** signed by head of swabbing facility
    7. **Utilization report** if with previous request
E. From time of receipt of the request, the DOH-PHST shall respond within two (2) hours if the request was sent during office hours (8-5 PM), and by **9AM** the following working day for requests outside of office hours re: the availability of the requested items, e.g.

a. Scenario A: requested item/s are available in the warehouse
b. Scenario B: item/s requested not available but with suitable replacement in the warehouse
c. Scenario C: item not available in the warehouse

F. Once the availability is confirmed (either scenario A or B), DOH-PHST shall send a Pre-Advise Form to the requesting agency. The Requesting Agency shall then be asked to sign off on the items for delivery through email. This shall be the basis for processing the allocation list, Property Transfer Request and scheduling of dispatch/delivery/pick-up.

G. Delivery of requested specimen collection kits or end-to-end testing kits shall be received by the laboratory, who shall be coordinating for the release to the requesting swabbing site, provided there is proper coordination with the CHD.

II. DOH-Licensed COVID-19 Laboratories

All COVID-19 laboratory personnel are hereby advised to be guided by the following:

1. All COVID-19 Laboratories shall register once and provide complete information on their operations through the form (https://tinyurl.com/COVID19LabNetwork-Profile).

2. For government laboratories and private laboratories that have entered into a MOA with the CHD, requisition of COVID-19 laboratory reagents and consumables shall be done by the COVID laboratory staff on the **first half of the month** (i.e. from the first to 15th day of the month). Requests received beyond this period (i.e. from the 16th day, onwards) shall be accommodated by the DOH-PHST in the following month.

3. The **Requisition Form for COVID-19 Laboratory Supplies** (see Appendix B) shall be used in requesting for COVID-19 laboratory kits, reagents and consumables. The accomplished form shall be sent through this digital online request form: https://tinyurl.com/COVID19LabSuppliesRequest.

4. The laboratories shall submit the requisition form if they have remaining 30% of the buffer stocks or if they have sudden stock outs.

5. The quantity of COVID laboratory reagents and consumables to be requested shall be computed using data from the previous month as follows (see Table 1):

Table No. 1. Matrix for Computation of Monthly Laboratory Consumables and Reagent kits Requirements for COVID.

COVID Laboratory kits (specific brand), consumables and reagent kits.	**Total consumption in the previous month** *Total no. of consumables and kits used for testing, invalid, repeat, and controls.* **(A)**	**Buffer stock required for three (3) months** **(B)**	**Quantity of laboratory consumables and reagent kits required for a month + buffer** **(C)**	**Stock on hand as of <date>** **(D)**	**Total quantity of COVID laboratory consumables and reagents to request** **(E)**
		B = A * 3	**C = A + B**		**E = C - D**

6. Delivery of requested COVID laboratory consumables and reagent kits shall be scheduled on the second half of each month (i.e. from the 16th day onwards) subject to available courier services.

7. Upon arrival of laboratory consumables and reagent kits at the requesting facility, the COVID laboratory staff shall inspect the delivery as to quantity and quality. He/she is advised to record the details of the delivery in the inventory logs (e.g. electronic inventory system) of the facility.

8. It is the responsibility of the laboratory to ensure that commodities received are provided enough storage space and in the correct/optimal temperature condition.

9. The Property Transfer Request and other receiving documents shall be signed by a permanent staff of the laboratory.

10. Any negative observations found during inspection (e.g. broken tubes, expired kits) and incomplete quantity shall be reported to RITM via email (lmo.ritmdoh@gmail.com). It is further advised that such incidents be documented with a report and photo documentation, and kept in record.

III. Centers for Health Development (CHD)

CHDs shall assign a "laboratory coordinator" who shall be responsible for coordinating laboratory operations within the region. CHDs shall validate the capacity of the DOH-Licensed COVID-19 Laboratories in their respective regions. On partnering of swabbing sites and private DOH-licensed COVID-19 Laboratories, the CHDs shall also be in charge of entering into a MOA with private laboratories located within their region, based on DM No. 2020-0294.

For compliance.

FRANCISCO T. DUQUE III, MD, MSC
Secretary of Health

Annex A

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

This Memorandum of Agreement is made and executed in the City/Municipality of _____ this by and between:

DEPARTMENT OF HEALTH CENTER FOR HEALTH DEVLOPMENT (DOH CHD), the principal health agency in the Philippines, responsible for ensuring access to basic public health services to all Filipinos through the provision of quality health care and regulation of providers of health goods and services. It has office address at _____ represented by **(CHD Regional Director)** and hereinafter referred to as the **"FIRST PARTY"**

\- and -

(NAME OF SECOND PARTY), an institution with a passion to continuously improve excellence in medical and patient services, and a licensed COVID-19 testing laboratory existing by virtue of the laws of the Republic of the Philippines with principal address at _____ and represented by **(NAME OF AUTHORIZED REPRESENTATIVE)** and hereinafter referred to as the **"SECOND PARTY"**.

-WITNESSETH-

WHEREAS, the President of the Republic of the Philippine recognized the serious threat brought by the COVID-19 pandemic and issued Proclamation No. 922 dated March 9, 2020, declaring a state of Public Health Emergency throughout the Philippines;

WHEREAS, to avoid the further local transmission of COVID-19, President Rodrigo R. Duterte issued Proclamation No. 929 dated March 16, 2020 mandating all government agencies and LGUs to render full assistance and mobilize all the necessary resources to undertake critical, urgent and appropriate response and measures in a timely manner to curtail and eliminate the COVID threat;

WHEREAS, the national government and its agencies saw the need and importance of the support and participation of both the private sector and the public

sector, especially the hospitals, to achieve the mandate of the President especially in terms of expanding the testing capacity in the country;

WHEREAS, the IATF through the IATF Resolution No. 51 dated July 2, 2020 directed for the expansion of the testing strategy;

WHEREAS, pursuant to the aforementioned IATF Resolution, all concerned agencies and offices are enjoined to expand the existing testing strategy of the government as embodied in Department Memorandum No. 2020-0258-A or the *"Amendment to Department Memorandum No. 2020-0258 entitled Updated Interim Guidelines on Expanded Testing for COVID-19"* hence the need to capacitate and provide support and materials to other DOH partners to achieve this directive, including the private sector and private laboratories;

WHEREAS, under Section II.1 (c)(iii) of DM No. 2020-0258-A, the testing of individuals belonging to the sub-categories shall follow the "Shared Cost, Shared Reward" principles that will entail incentivizing the private sector to expand the testing capacity of the government;

WHEREAS, the government recognizes the impossibility of testing all individuals covered by the sub-categories under DM No. 2020-0258-A if the latter solely relies on the capacity of public laboratories, thus, there is a reasonable need to tap the private laboratories to ease the burden on latter and to accommodate the rest of the individuals under the said sub-categories;

WHEREAS, the government likewise recognizes the fact that there are some areas wherein public laboratories are not available or accessible to individuals belonging to the sub-categories and instead, there are private laboratories existing within or nearby said area that can cater and accommodate the latter;

WHEREAS, there is a growing need for additional COVID-19 Test Kits to be used by Private Laboratories to test individuals belonging to the aforementioned sub-categories, hence, the DOH saw the need to capacitate the private laboratories to accommodate the demand that are beyond the capacity of public laboratories and to make accessible the testing to qualified individuals;

WHEREAS, the FIRST PARTY is the absolute owner of the test kits and testing materials donated.

WHEREAS, the SECOND PARTY represents that it is a hospital/laboratory existing by virtue of the laws of the Republic of the Philippines and has the requisite authority to accept donations, and to enter into, perform and execute this Memorandum of Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the DOH-CHD and the (name of second party) enter into this Agreement under the following terms and conditions:

ARTICLE 1. CONTRACTUAL INTENT

It is envisioned that the Parties will strengthen their partnership to bolster Philippines's fighting chance against COVID-19.

ARTICLE 2. OBLIGATION OF THE PARTIES

The DOH-CHD shall:

1. Oversee and monitor the implementation of the delivery of the COVID Test Kits to SECOND PARTY and shall take appropriate measure to ensure that the COVID Testing Kits donated to SECOND PARTY are used for intended purpose.

2. Perform duties and responsibilities in order to facilitate the transfer of the testing kits.

The (name of second party) shall:

1. Use the donated COVID Testing Kits in accordance to the provisions of Department Memorandum (DM) No. 2020-0258-A, also known as the *"Amendment to Department Memorandum No. 2020-0258 entitled Updated Interim Guidelines on Expanded Testing for COVID-19"*,

2. Validate and evaluate the donated COVID Test Kits for proper usage and operation and shall make an inventory report of all donated COVID Test Kits received;

3. Operate and maintain the test kits in good condition and shall be responsible for any damage that will occur during its operation;

4. Ensure that the use of donated products and any other undertakings made pursuant to this Memorandum of Agreement shall comply with the provisions of Philhealth Circular No. 2020-0017 entitled *"Benefit Package for SARS-CoV-2 testing using RT-PCR (Revision 1),"* subject to any subsequent changes/amendments made, adopted and issued by PhilHealth in its COVID Testing Package, particularly:

REVISED COVID-19 TESTING PACKAGE

PACKAGE	AMOUNT	
Test Kits are donated to the laboratory	**Php 2,077**	• ***No co-payment shall be charged to patients***

5. Deduct the costs of the donated test kits to individuals subjected to testing for COVID-19;
6. Strictly observe the provisions of all other existing and relevant government issuances for the purpose;

7. Maintain a report on the usage of the donated COVID Test Kits and submit report to DOH and PhilHealth;

8. Perform duties and responsibilities in order to facilitate the transfer of the testing kits.

ARTICLE 3. EFFECTIVITY

The rights and obligations herein provided shall commence from the date of the delivery of the COVID Test Kits to (second party) and shall remain in full force and effect unless earlier terminated by either Party.

ARTICLE 4. AMENDMENTS

This Agreement may not be amended, supplemented, waived or modified except by an instrument in writing signed by all the relevant Parties, insofar as their rights and obligations are concerned.

ARTICLE 5. TERMINATION AND EXPIRATION OF THE TERM OF THE AGREEMENT

This Agreement may expire after implementation of the purpose of this MOA. This MOA may also be terminated by the DOH-CHD if (second party) is found not to be compliant with the terms of this agreement and the purpose of this agreement has ceased to exist or when the use of the Subject COVID-19 Test Kits is no longer necessary through written notice by the parties and shall take effect immediately after receipt of notice.

IN WITNESS WHEREOF, the parties have hereto signed this Memorandum of Agreement *this* ___ *day of* _____, _____.

For the **DEPARTMENT OF HEALTH**

(CHD DIRECTOR)
designation

For the **(SECOND PARTY)**

(REPRESENTATIVE OF 2ND PARTY)
designation

Signed in the presence of
(witness)
designation

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, on this ____day of _____ personally appeared the above-named persons who have satisfactorily proven to me their identity through their identifying documents written below their name and signature, that they are the same person who executed and voluntarily signed the foregoing Deed of Donation and Acceptance which they acknowledged before me as their free and voluntary act and deed.

Name	Presented Identification Card	Place and date of Issuance

The foregoing instrument consists of ___ pages including the page on which this acknowledgment is written, has been signed on the left margin on each and every page by the parties and the witnesses.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY PUBLIC

Doc No. _____
Page No. ____
Book No. ____
Series of 2020.

ANNEX B
Requisition Form for COVID Laboratory Supplies

Laboratory Name:		Month/ Year:	
Region:		Date Submitted:	
Prepared by:	*Name:*	*Signature:*	Designation:
Approved by:	*Name:*	*Signature:*	Designation:

(Source of Data – Electronic Inventory System)

Item Description	Total number of consumed laboratory supplies in a month. (A)	Total buffer required in a month. (B=A*3)	Total laboratory supplies required in a month with buffer. (C=A+B).	Stock on Hand. (D)	Total quantity of laboratory supplies to request. *(E=C-D)*

Remarks: _____

Prepared by: _____

Name and Signature