

REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL  
ON SEPTEMBER 10, 2019

PRESENT:

Benjamin S. Pongos, Jr.,	(Acting City Vice Mayor), SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr.	(Acting City Mayor), City Vice Mayor & Presiding Officer (O.B. General Santos City), SP Member, Asst. Majority Floor Leader
Roiland H. Villasencio,	

**RESOLUTION NO. 2019-059**

**A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH) AND GLOBAL MEDIA ARTS NETWORK, INC. RELATIVE TO THE INSTALLATION OF LED TVs IN SELECTED BARANGAYS OF ORMOC CITY.**

WHEREAS, the City Mayor Richard I. Gomez through an Indorsement dated September 17, 2018 forwarded to the 14<sup>th</sup> Sanggunian for consideration the Memorandum of Agreement (MOA) to be entered into by the Local Government Unit of Ormoc (LGU-Ormoc) with the Philippine Health Insurance Corporation (Philhealth) and Global Media Arts Network, Incorporated, further requesting that the matter be treated as URGENT, a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, since the same was Indorsed during the 14<sup>th</sup> Sanggunian, this subject matter was referred again to the 15<sup>th</sup> Sanggunian through a 1<sup>st</sup> Indorsement dated August 26, 2019;



WHEREAS, Republic Act No. 7875, as amended by Republic Acts 9241 and 10606, otherwise known as the National Health Insurance Act, was enacted to provide insurance coverage, and ensure affordable, acceptable, available and accessible health care services and established the Philhealth to administer and implement the National Health Insurance Program (NHIP) to the fullest;

WHEREAS, Republic Act No. 7160, otherwise known as the Local Government Code of 1991, states that National agencies and offices with project implementation functions shall coordinate with one another and with the Local Government Units (LGUs) concerned in the discharge of these functions;

WHEREAS, the aforementioned law ensures that the participation of LGUs in the implementation of national projects shall be both at the planning and implementation stage of the aforementioned projects;

WHEREAS, one key factor in health care benefit and services promotion is easy access to key health information and the best access available is through visual media;

WHEREAS, GMA aims to enrich the lives of Filipinos everywhere with superior entertainment and responsible, unbiased, and timely delivery of accurate news and information;

WHEREAS, LGU-Ormoc believes that the people of Ormoc need to be informed on the updates of the Philhealth programs and benefits;

WHEREAS, in order to attain these objectives, Philhealth has coordinated and collaborated with the LGU so that GMA will be allowed to install LED TVs in selected barangays of the LGUs;

WHEREAS, in a letter dated September 18, 2018, the Office of the City Legal Officer has communicated that the Office has already reviewed the draft MOA and finds that the same is in order, not detrimental to the interests of the City, not contrary to law, morals and public policy, and recommended that the draft MOA be endorsed to the Sanggunian for the issuance of the necessary resolution, a copy of said letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, this Sanggunian finds this MOA in order, pursuant to the provisions of Section 455, Paragraph (b) (1) (vi) of Republic Act 7160, otherwise known as the Local Government Code of 1991, which authorizes the City Mayor to represent the city in all its business transactions and sign in its behalf all bonds, contracts and obligations, and such other documents upon authority of the Sangguniang Panlungsod concerned pursuant to law or ordinance;

WHEREAS, the subject MOA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, after thorough examination of the aforementioned request by the City Mayor, finds that the same is entered into for the best interests of the City and her constituents and is but essential and necessary in order to reach out to Ormocanons and provide easy access to key health information;

WHEREFORE, on motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health and Sanitation, severally seconded by SP Members Esteban V. Laurente, Vincent L. Rama, Lalaine A. Marcos, Jasper C. Yerro, Gregorio G. Yrastorza III, Peter M. Rodriguez and Jasper M. Lucero; be it



RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH) AND GLOBAL MEDIA ARTS NETWORK, INC. RELATIVE TO THE INSTALLATION OF LED TVs IN SELECTED BARANGAYS OF ORMOC CITY;


ADOPTED, September 10, 2019.

RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Agreement be submitted to the Sangguniang Panlungsod ng Ormoc for its information and files;


RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the Liga ng Mga Barangay; the Philippine Health Insurance Corporation; Global Media Arts Network, Incorporated; the City Local Government Operations Officer-DILG; and other concerned offices for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.

  
MARIA ANTONIETA G. CO HAT  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

  
TOMAS R. SERAFICA  
Presiding Officer "Pro-Tempore"  
SP Member



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in Tacloban City, Leyte, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by R.A. 10606, otherwise known as the "National Health Insurance Act of 2013", with office address at PhilHealth Building, 167 P. Burgos St., Tacloban City, Leyte represented herein by LEO DOUGLAS V. CARDONA, JR., M.D., CSE in his capacity as Regional Vice President, hereinafter referred to as "PHILHEALTH";

GMA NETWORK INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, having its business address at GMA Network Center, EDSA corner Timog Avenue, Diliman, Quezon City, herein represented by its Chairman and Chief Executive Officer, ATTY. FELIPE L. GOZON, hereinafter referred to as "GMA";

-and-

THE CITY OF ORMOC, a municipal corporation represented herein by its City Mayor Hon. RICHARD I. GOMEZ, hereinafter referred to as "ORMOC CITY".

WITNESSETH:

WHEREAS, Republic Act 7875, as amended by Republic Acts 9241 and 10606, also known as the National Health Insurance Act was enacted to provide insurance coverage and ensure affordable, acceptable, available and accessible health care services and established the Philhealth to administer and implement the National Health Insurance Program (NHIP) to the fullest;

WHEREAS, Item (I), Section 2, Article 1 of the Law provides that "all citizens of the Philippines shall be required to enroll in the NHIP to avoid adverse selection and social inequity." Hence, in view of some constraints and deficiencies in the appropriate information dissemination and education of members and non-members relative to important information regarding the NHIP, there is a need to further intensify registration, education, information drive and enrolment of every Filipino in the NHIP;

WHEREAS, GMA is one of the leading broadcasting companies in the Philippines which produces top rating TV programs. They are recognized media innovator and pacesetter in Asia aiming to be a key partner in promoting the best in the Filipino as embedded in their slogan "Buong Puso Para Sa Kapuso";

WHEREAS, GMA aims to enrich the lives of Filipinos everywhere with superior entertainment and responsible, unbiased, and timely delivery of accurate news and information;

WHEREAS, in order to attain universal health coverage and ensure delivery of affordable, accessible and acceptable health care services as well as efficient and effective implementation of government policies, programs, projects and activities in the community, the Parties hereby acknowledge the need to adopt a mechanism that will bring the services of PhilHealth closer to the people;

WHEREAS, one key factor in health care benefit and services promotion is easy access to key health information and the best access available is through visual media;



WHEREAS, PhilHealth has coordinated and collaborated with the party-LGUs so that GMA will be allowed to install LED TVs in selected barangays of the party-LGUs.

WHEREAS, Parties agree that working together can help achieve each Party's respective advocacies;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants therein, the parties agree to the following:

## I. GENERAL RULES AND CONDITIONS

1. The Parties shall conform to the general rules and regulations set forth in this Agreement, except in cases of force majeure.
2. The Parties intend to provide each other with such information as may be needed to facilitate provision of the assistance described herein, to jointly map out a working plan and evaluate the effectiveness of the partnership.
3. The Parties shall endeavor to consult periodically to resolve issues concerning the interpretation, administration or implementation of this MOA.
4. This Agreement shall not in any way create any exclusivity in favor of any party and shall not in any way be used in any other form of campaign other than to facilitate provision of the assistance described herein;

## II. UNDERTAKINGS AND INITIATIVES

GMA, either directly or through its contractor, shall perform with due diligence and efficiency the following undertakings:

- a. Provide the selected barangays (*Annex "A"*) in Ormoc City which were identified by PhilHealth, in coordination with the party-LGUs to ensure maximum and effective dissemination of PhilHealth-related information in the said barangays, with one (1) unit of 40" LED television per barangay which will be center-tuned to GMA and GMA News TV channels.
- b. Install, maintain, and repair installed LED television units within the selected barangays identified by PhilHealth. GMA shall bear all expenses for installation and maintenance including repairs except for those damages proven to be caused through negligence of PhilHealth, LGU personnel and/or representative/s of the barangay.
- c. Hold PhilHealth, LGU personnel and/or representative/s of barangay free and harmless against any claim and liability, in cases of damage or loss to the LED TV unit/s for reasons such as earthquake, typhoon, fire, flood, acts of vandalism, fortuitous events or force majeure.,
- d. Orient the PhilHealth, LGU personnel and/or representative/s of barangay on the use and security of the installed TV units.
- e. Provide PhilHealth, LGU personnel and/or representative/s of barangay with a list of GMA representatives and/or focal persons to coordinate concerns about the installed TV units.
- f. Allow to play on the installed TV unit/s PhilHealth's informational material/s during special events and programs from 8:00am to 9:00am timeslot within the regular 7:00am to 6:00pm operation. Support PhilHealth by providing three (3) media coverage for events and programs of national interest, to be determined by GMA News, for the entire duration of Agreement.



- g. Remain the owner of the installed LED TVs within the premises of the selected barangays. Whereas, the installed LED TVs may not be transferred and/or pulled out without notice and/or approval from GMA.

**PhilHealth** shall perform with due diligence and efficiency the following undertakings:

- a. Provide GMA with the list of selected barangays and PhilHealth representative/s to ensure proper coordination for the details of installation of LED television unit/s by authorized GMA personnel or contractor.
- b. Inform GMA of PhilHealth events and other similar activities of national interest for possible media and broadcast coverage within seven (7) days prior to date of event.
- c. Provide the selected barangays with PhilHealth information materials and ads to be played on the installed LED television unit/s.

**Local Government Units** in the provinces of Regional Office VIII, through its barangays, shall perform with due diligence and efficiency the following undertakings:

- a. Recommend and/or assign an official or personnel from the city/municipal government as a representative and/or coordinator of the project;
- b. Recommend and/or assign barangay officials or personnel as a focal person/s or representative/s of the project;
- c. Allocate an adequate and secure space where GMA authorized personnel and/or contractor can install the LED TV unit/s, subject to the approval of GMA as set in the partnership engagement guidelines;
- d. Submit to GMA a monthly monitoring report and update of the installed LED TVs within the premises of the selected barangays throughout the duration of the contract. In case of such damage or theft, require the barangay to notify PhilHealth and GMA immediately.
- e. Except for the playing of PhilHealth informational materials on the designated timeslots, ensure that the LED televisions per barangay are center-tuned to GMA and GMA News TV channels.
- f. Provide reasonable access to GMA's personnel to service and maintain the LED television units.
- g. Ensure that this initiative shall not be used or exploited for the advantage or benefit of incumbent and/or newly-elected Local Government Unit (LGU) official/s in any elections.
- h. Ensure that this agreement and any extension of it shall be recognized and honored by the incumbent and/or newly-elected Local Government Unit (LGU) official/s.

### III. CONFIDENTIALITY AND NON-DISCLOSURE

The Parties understand and agree that not all data and information are for public consumption. All information and data that GMA, PhilHealth and the LGUs may acquire in the course of its engagement are intended for its sole consumption under this Agreement and shall not be publicly utilized, shared or distributed in any form or manner without the concerned Party's consent and shall be treated with utmost confidentiality.



#### IV. EFFECTIVITY AND TERMINATION

This Agreement shall be effective for three (3) years, commencing on August 1, 2019 and expiring on July 31, 2022 subject to renewal upon written consent by the parties.

The Parties may terminate this Agreement at any time upon mutual agreement. Either party may, at its option, terminate this Agreement upon material violation or breach of the terms of this Agreement by other party. GMA shall be allowed to remove the LED TV and retain ownership thereof upon the termination of this Agreement under this provision.

#### V. NO GIFT POLICY

The contracting parties undertake to comply with Office Order. No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" which is deemed incorporated into this Agreement. To this end, no PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at any time, on or off the work premises where such gift is given in the course of official duties or its connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.

#### VI. REVISION OR AMENDMENT

Any revision or amendment on this Agreement shall require the written consent of the parties hereto.

#### VII. AMICABLE SETTLEMENT AND VENUE

In the spirit of sincere cooperation and good faith the Parties agree to exert all efforts to resolve any and all possible issues, disputes or misunderstandings through amicable negotiations between the Parties. Each Party shall be responsible for the expenses necessary to carry out and perform its obligations under this Agreement.

In case a dispute remains unresolved within thirty (30) days from conducting amicable negotiations, each Party hereby agrees to submit to the exclusive jurisdiction of the proper courts of the City of Quezon City, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement on the date and at the place first above written.

PHILIPPINE HEALTH INSURANCE  
CORPORATION

By:

GMA NETWORK, INCORPORATED

By:

LEO DOUGLAS V. CARDONA, JR., M.D., CSE  
Regional Vice President

FELIPE L. GOZON  
Chairman and Chief Executive Officer

LGU, CITY OF ORMOC, LEYTE  
By:

HON. RICHARD I. GOMEZ  
City Mayor

WITNESSES:

ATTY. RECTO M. PANTI  
Acting Senior Manager  
International and Local Engagement Dept.

REGIE C. BAUTISTA  
First Vice President -Program Support  
and Corporate Strategic Planning

\_\_\_\_\_  
City of Ormoc, Leyte

\_\_\_\_\_  
City of Ormoc, Leyte

ACKNOWLEDGMENT

Republic of the Philippines )  
 ) S.S.

BEFORE ME, a notary public, for and in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared.

Names

Competent Evidence  
of Identity

Date/Place  
of Issue

LEO DOUGLAS V. CARDONA, JR., M.D., CSE

FELIPE L. GOZON

HON. RICHARD I. GOMEZ

Known to me to be the same persons who executed the foregoing Agreement consisting of \_\_\_\_\_ (\_\_\_\_) pages which includes the Annex and this page on which the Acknowledgment is written and they acknowledged that the same is their free and voluntary act and deed and that of the Corporation being represented.

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

Notary Public

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series 2019.



Annex B

OFFICE OF THE CITY MAYOR  
RECEIVED  
DATE: 9-18-18  
TIME: 3:10 PM  
SIGNATURE: [Signature]



Republic of the Philippines  
**OFFICE OF THE CITY LEGAL OFFICER**  
Ormoc City, Leyte

18 September 2018

**MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA**  
City Govt. Asst. Dept. Head I  
City Mayor's Office  
LGU-Ormoc City

Re: Review of Draft MOA between the Philippine Health Insurance Corporation, Global Media Arts Network, Incorporated and LGUs including Ormoc City

Dear Ms. De La Cerna:

The undersigned has reviewed the terms of the aforementioned MOA and finds that the same is in order, not detrimental to the interests of the City, not contrary to law, morals and public policy.

That having been said, the undersigned is of the opinion that the third whereas clause of the draft MOA should be removed in that the statements therein bear no relevance to the Agreement.

It is suggested that an SF Resolution be secured for the Authority of the Mayor to sign the draft MOA following removal of the whereas clause above-indicated.

For the consideration of the CMO

Thank you.

Very Truly Yours,

**ATTY. JASPER M. LUCERO**  
City Legal Officer

[Signature]  
9-20-18