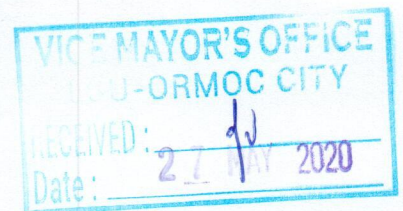


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON MAY 26, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 2nd Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member
Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2020-154

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR OR HIS DULY AUTHORIZED REPRESENTATIVE
TO ENTER INTO AND SIGN THE ATTACHED
MEMORANDUM OF AGREEMENT (MOA) FOR AND ON
BEHALF OF THE LOCAL GOVERNMENT UNIT OF
ORMOC (LGU-ORMOC) WITH ORMOC CITY PRIVATE
HOSPITALS, TO ENSURE THAT ALL COVID-19
PATIENTS ARE ABLE TO AVAIL THE
HOSPITALIZATION ASSISTANCE.**

WHEREAS, this august Body was in receipt of an extremely urgent endorsement from the Office of the City Mayor dated May 18, 2020 of a request for an issuance a Resolution granting the City Mayor or his representative, the authority to sign the attached Memorandum of Agreement (MOA) to be entered into by and among the City Government of Ormoc with Ormoc City Private Hospitals, to ensure that all COVID-19 patients are able to avail hospitalization assistance, referred to as *Annex "A"* and made an integral part hereof;

WHEREAS, Section 15, Article II of the Constitution states that "The State shall protect and promote the right to health of the people and instill health consciousness among them";

WHEREAS, Section 11, Article XIII of the Constitution further provides that "The State shall adopt an integrated and comprehensive approach to health development which shall endeavour to make essential goods, health and other social services available to all the people at affordable cost. There shall be priority for the needs of the underprivileged, sick, elderly, disabled, women, and children. The State shall endeavour to provide free medical care to paupers".

WHEREAS, Section 17 (a) of the Local Government Code provides that the State shall deliver basic services and facilities which includes health services in the implementation of programs and projects on primary health care, maternal and child care, and communicable and non-communicable disease control services, access to secondary and tertiary health services; purchase of medicines, medical supplies, and equipment needed to carry out the services herein enumerated;

WHEREAS, on March 8, 2020, Presidential Proclamation No. 922 was issued declaring the country in a State of Public Health Emergency in relation to COVID-19;

WHEREAS, on March 12, 2020 Proclamation 929 was likewise issued placing entire Philippines under the State of Calamity to allow the government to tap more funds to contain the spread of COVID-19;

WHEREAS, under the Local Government Code, the City Mayor shall 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 or pursuant to law or ordinance;

WHEREAS, the involvement and the cooperation of the private hospitals sought by the City for partnership are essential to the effective and successful implementation of the stipulated assistance;

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 its constituents;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman of the Committee on Health and Sanitation and SP Member Benjamin S. Pongos, Jr., Chairman of the Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Vincent L. Rama, Esteban V. Laurente, Lalaine A. Marcos and Joan Marbie C. Simbajan; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR OR HIS DULY AUTHORIZED REPRESENTATIVE TO ENTER INTO AND SIGN THE ATTACHED MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH ORMOC CITY PRIVATE HOSPITALS, TO ENSURE THAT ALL COVID-19 PATIENTS ARE ABLE TO AVAIL THE HOSPITALIZATION ASSISTANCE.

ADOPTED, May 26, 2020.

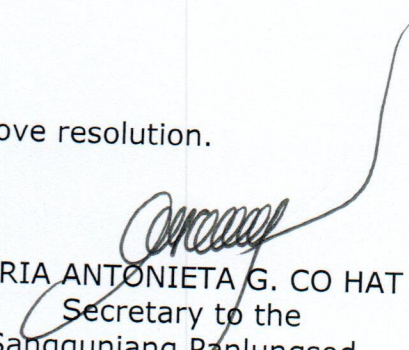
RESOLVED, FURTHER, that copies of the final and notarized Memorandum of Agreement be furnished to this Sanggunian for its information and files;

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 M. Romero; the City Social Welfare and Development Officer, Mrs. Delia C. Corbo; the City Health Department represented by the City Health Officer II, Dr. Edmund B. Kierulf, MD, MPH; OSPA-FARMER'S MEDICAL CENTER represented by Dr. Sandra Angelica F. Chiong; CLINICA GATCHALIAN AND HOSPITAL represented by Dr. Jaime L. Gatchalian, Jr.; ORMOC DOCTORS' HOSPITAL represented by Dr. Gardenia Z. Larrazabal; the City Local Government Operations Officer-DILG; and all other concerned offices;


Res. No. 2020-154

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

OFFICE OF THE CITY MAYOR

RECEIVED

DATE: 15 MAY 2020

TIME: 9:55

SIGNATURE: 

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into by and between;

THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU ORMOC), with address at Aunubing St., Cogon, Ormoc City, herein represented by **MAYOR RICHARD I. GOMEZ**, hereinafter referred to as "LGU ORMOC";

- And -

The **ORMOC DOCTOR'S HOSPITAL** represented by **GARDENIA Z. LARRAZABAL, M.D.**, with address at Aviles corner San Pablo Sts., Ormoc City;

The **CLINICA GATCHALIAN** and **HOSPITAL** represented by **JAIME GATCHALIAN JR., M.D.**, with address at Kangleon St., Ormoc City;

The **OSPA FARMER'S MEDICAL CENTER**, represented by **SANDRA ANGELICA F. CHIONG, M.D., MBA-HA**, with address at Brgy. Can-adieng, Ormoc City;

All whom shall hereinafter be collectively referred to as the "HOSPITALS";

WITNESSETH, that:

WHEREAS, the LGU Ormoc is a political subdivision mandated to assist the government in improving the health, safety, and the welfare of the people of Ormoc;

WHEREAS, Article II, Section I of the Philippine Constitution states that "the State shall protect and promote the right to Health of the people and to instil health consciousness among them", and Article XIII, section II further states that "The state shall adopt an integrated and comprehensive approach to Health development which shall Endeavour to make essential Goods, Health, and other. Social Services available to all people at affordable cost";

WHEREAS, on March 8, 2020, Presidential Proclamation No. 922 was issued declaring the country in a State of Public Health Emergency in relation to COVID-19;

WHEREAS, on March 12, 2020, Proclamation 929 was likewise issued placing the entire Philippines under the state of calamity to allow the government to tap more funds to contain the spread of COVID-19;

WHEREAS, the LGU Ormoc seeks to establish partnerships with duly licensed hospitals in Ormoc City in order to ensure the effective delivery of medical health and welfare services especially in this time of the public health emergency and calamity brought about by the COVID- 19 virus;

WHEREAS, the LGU has funds and the capacity to address the medical needs of poor and deserving patients and beneficiaries;

WHEREAS, the Hospitals are all licensed medical facilities that have the needed equipment and personnel to provide hospital and medical care;

WHEREAS, the involvement and the cooperation of the Hospitals are essential to the effective and successful implementation of this coordinated initiative;

DATE: MAY 14 2020

WHEREAS, to ensure that all COVID- 19 patients are able to avail of hospitalization assistance, the LGU ORMOC and the Hospitals enter into and execute this Memorandum of Agreement;

NOW THEREFORE, the parties above do hereby mutually agree that the following are their respective responsibilities and accountabilities:

ARTICLE I. ROLES AND RESPONSIBILITIES

I. LGU ORMOC

- a. Extend financial assistance to cover hospitalization cost, or a portion thereof, to Ormoc-resident-patients admitted, through Hospitals, at the City Isolation Facility;
- b. Issue guarantee letters for the availment of the assistance to the qualified patients;
- c. Take financial responsibility for the hospitalization expenses which may be applied to the following costs:
 - i. Professional fees;
 - ii. Medicines and drugs;
 - iii. Laboratory examinations.
- d. Make payments, subject to government accounting rules, pursuant to this Agreement, for the covered amount for patients admitted to the Hospitals and cared for at the City Isolation Facility;
- e. Coordinate closely and work with local medical and administrative staff of the Hospital through its Focal/ Liaison Officer;
- f. When necessary, organize meeting(s) with the Hospital in order to improve the mechanism of coordination and service delivery;
- g. Devise a mechanism that will monitor and ensure that the program is properly and effectively implemented.

II. HOSPITALS

- a. Appoint respective Focal person/Liaison Officer who shall be responsible for the implementation of this MOA on the part of the Hospital;
- b. Provide appropriate medical care and humane treatment to beneficiaries qualified under this agreement. Patients in emergency shall be extended immediate medical care and treatment without any deposit, pledge, mortgage or any form of advance payment or treatment;
- c. Provide service to the patients the amount chargeable to the LGU shall not exceed the recommended amount indicated in the Guarantee Letter. Any excess on the amount of final bill shall be paid by the patients;
- d. Provide patients with clear, truthful and substantial explanation, in a manner and language understandable to them, of all proposed procedures, whether diagnostic, preventive, curative, rehabilitative or therapeutic;
- e. Assist LGU Ormoc in the delivery of services to affected individuals though the provisions of ambulances, establishment of welfare desks, and setting up emergency medical tents with medical teams, when the need arises;
- f. Provide technical feedback/suggestion in order to improve the mechanism of coordination and delivery of services;
- g. Attend regular partners meeting initiated by the LGU Ormoc;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral.

Amendments/Revisions

Atty. Burt J. Pades

Assistant City Legal Officer

DATE:

MAY 14 2020

- h. Deduct guaranteed amounts, as authorized in the letter of guarantee issued for patients, from the final bill to be collected from the patient;
- i. Submit billing on guaranteed assistance to covered patients pursuant to this Agreement.

Each party represents and warrants that (a) it has the full corporate authority to execute this Agreement and perform its obligations hereunder and (b) the execution or performance of this Agreement will not violate or be considered a breach of any obligation of such party to any third party.

III. FURTHER, PARTIES HEREIN AGREE TO THE FOLLOWING TERMS:

1. Assistance Cost and Coverage

Assistance shall be as follows and under the following conditions:

- a. For patients cared for in the City Isolation Facility who are not found positive for COVID-19 after PCR Test, regardless of duration of care and interventions provided, the actual net amount due, or the amount of P5,000.00, whichever is lower;
- b. For patients cared for in the City Isolation Facility who are found positive for COVID-19 after PCR Test, regardless of duration of care and interventions provided, the actual net amount due, or the amount of P10,000.00, whichever is lower.

Assistance stipulated in this Agreement shall be made available to discharged Ormoc-resident-patients cared for in the facility with remaining dues with the Hospital. Indigents cared for in the City Isolation Facility who avail of assistance herein shall not be eligible for other assistance of similar nature from the City.

2. Assistance:

The assistance shall be paid directly to the Hospital by the LGU Ormoc upon submission of a Billing Statement to the latter, indicating the Names and Addresses of the patient with the letter of guarantee and paid bill/receipt reflecting deduction corresponding to the amount authorized under the guarantee letter attached.

The following shall be the documents for issuance of guarantee letters to covered Ormoc-resident-patients:

- a) Medical certificate/Clinical abstract with signature and License no. Of the attending physician, indicating whether found negative, or positive of COVID-19 under PCR Testing, or equivalent classifications;
- b) Valid I.D. of the patient;
- c) Proof of residence in Ormoc City (valid ID indicating Ormoc City address or barangay certification);
- d) Partial billing or statement of account from hospital of admission;
- e) Sickness Validation Certificate from the City Health Department- for purposes of monitoring and evaluation of the program and in consideration to utilization of benefits and other pertinent health statistical reports.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not covered by public

policy, moral

ARTICLE II. PERIOD OF EFFECTIVITY

This Agreement shall take effect on April 1, 2020 and shall remain effective for the duration of the subsistence of public health emergency related to COVID 19 or until otherwise terminated by agreement among the PARTIES involved.

DATE: MAY 19 2020

IN WITNESS WHEREOF, the parties hereby affix their signature this _____ of _____ in Ormoc City.

RICHARD I. GOMEZ, D.P.A.
City Mayor, Ormoc City

GARDENIA Z. LARRAZABAL, M.D.
Medical Director, Ormoc Doctor's Hospital

JAIME GATCHALIAN JR., M.D.
Medical Director, Clinica Gatchalaian and Hospital

SANDRA ANGELICA F. CHIONG, M.D., MBA-HA
Medical Director, OPA-FMC

SIGNED IN THE PRESENCE OF:

EDMUND B. KIERULF, MD, MPH
City Health Officer II

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of _____, Philippines, on this day of _____, 2020 personally appeared;

COMPETENT EVIDENCE OF IDENTITY

RICHARD I. GOMEZ, D.P.A.
GARDENIA Z. LARRAZABAL, M.D.
JAIME GATCHALIAN JR., M.D.
SANDRA ANGELICA F. CHIONG, M.D.,
MBA-HA

REVIEWED

All known to me to be the same persons who executed the foregoing agreement and who acknowledged to me that the same is their free and voluntary act and deed, and that of the entities they represent.

Approved

WITNESS MY HAND AND SEAL on the date and place first mentioned.

Separate Opinion

Drafted by CLO

Not contrary to laws, public

Doc. No. _____

policy, Page No. _____

Book No. _____

Series of 2020.

Atty. Bun U. Pades
Assistant City Legal Officer

DATE: _____