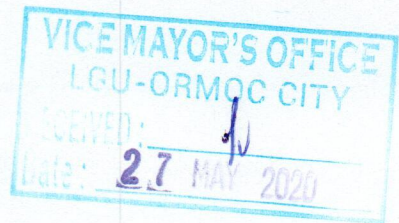


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 st Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 2 nd Asst. Majority Floor Leader
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
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2020-157

**AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO
THE CITY MAYOR OR HIS REPRESENTATIVE TO
ENTER INTO AND SIGN THE ATTACHED MEMORANDA
OF AGREEMENT (MOA) IN BEHALF OF THE LOCAL
GOVERNMENT UNIT OF ORMOC (LGU-ORMOC)
BETWEEN AND AMONG SERVICE PROVIDERS FROM
PRIVATE HOSPITALS AND FUNERAL PARLORS IN
ORMOC CITY, PURSUANT TO EXECUTIVE ORDER NO.
55, SERIES OF 2020 re: ASSISTANCE IN
INDIVIDUALS/FAMILIES IN CRISIS SITUATION
(AFICS).**

WHEREAS, this august Body was in receipt of an extremely urgent endorsement from the Office of the City Mayor dated May 20, 2020 of a request for an issuance an Omnibus Resolution granting authority to the City Mayor or his representative to enter into and sign the Memoranda of Agreement (MOA) in behalf of the Local Government Unit of Ormoc between and among service providers from private hospitals and funeral parlors in Ormoc City re: Assistance to Individuals/Families in Crisis Situations, respectively referred to as *Annex A*, *Annex B*, *Annex C*, *Annex D*, *Annex E*, *Annex F*, *Annex G*, *Annex H* and made integral parts thereof;

WHEREAS, SECTION 9, Article II of the Constitution states that " The State shall promote a just and dynamic social order that will ensure the prosperity and independence of the nation and free the people from poverty through policies that provide adequate social services, promote full employment, a rising standard of living, and an improved quality of life for all;

WHEREAS, Section 3 (b) of the Local Government Code states that " There shall be established in every local government unit an accountable, efficient, and dynamic organizational structure and operating mechanism that will meet the priority needs and service requirements of its communities";

WHEREAS, the City of Ormoc, a Local Government Unit recognizes its functions and responsibilities to carry out measures that are necessary, appropriate, or incidental to efficient and effective provisions of the basic services and facilities has made an undertaking to provide immediate assistance to individuals and families in crisis situation;

WHEREAS, Executive Order No.55 issued May 15, 2020, otherwise known as AN EXECUTIVE ORDER PROVIDING GUIDELINES FOR THE IMPLEMENTATION OF GENERAL ASSISTANCE TO INDIVIDUALS/ FAMILIES IN CRISIS SITUATION (AFICS) was issued intended for persons in crisis situation who merit immediate and urgent assistance which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired, attached herein as *Annex I* and made integral part hereof;

WHEREAS, the Local Government Unit of Ormoc is implementing a continuing program which aims to assist individuals/families in crisis to meet their immediate needs to strengthen family relationship during periods of crisis to help them maintain capacity for self-direction during the period indecision and enable them to deal constructively with problems which affect social functioning, to stimulate community awareness, support and coordination of both public and private involvement;

WHEREAS, guided by the principle under Section 3(I) of the Local Government Code that "The participation of the private sector in local governance, particularly in the delivery of basic services, shall be encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development" has led the City of Ormoc to seek partnership with duly licensed private hospitals and funeral parlors in Ormoc City in order to ensure the effective delivery of the said stipulated assistance, especially in times of crisis situations;

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

WHEREAS, the role and responsibility of the parties of the Memoranda of Agreement are detailed in every step of the program as to ensure the effective delivery of the stipulated general assistance to individuals and families in crisis;

WHEREAS, the Memoranda of Agreement were drafted by the City Legal Office based on the stipulations as agreed by the parties therein, , finds nothing legally objectionable and that the same is not contrary to law , morals, public order or public policy much less detrimental to the best interest of the City. Moreover, the MOA shall be able to provide assistance to individuals and families most especially in these uncertain times;

WHEREAS, upon close and thorough review, this Sanggunian finds that the purpose of the MOA is not contrary to law and existing contracts, and in fact effectual to policy of our City to uplift the lives to those who are at most in need;

WHEREFORE, on joint motion of SP Member Vincent L. Rama, Chairman of the Committee on Social Welfare, Senior Citizens and Persons with Disability and SP Member Benjamin S. Pongos, Jr., Chairman of the Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Nolito M. Quilang, Lalaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR OR HIS REPRESENTATIVE TO ENTER INTO AND SIGN THE ATTACHED MEMORANDA OF AGREEMENT (MOA) IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) BETWEEN AND AMONG SERVICE PROVIDERS FROM PRIVATE HOSPITALS AND FUNERAL PARLORS IN ORMOC CITY , PURSUANT TO EXECUTIVE ORDER NO. 55, SERIES OF 2020 re: ASSISTANCE IN INDIVIDUALS/FAMILIES IN CRISIS SITUATION (AFICS);

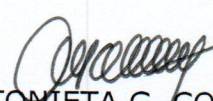
ADOPTED, May 26, 2020.

RESOLVED, FURTHER, that copies of the final and notarized Memoranda 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. Ennas; the City Legal Officer, Atty. Josephine M. Romero; the City Social Welfare and Development Officer, Mrs. Delia C. Corbo; 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; ASIA RENAL CARE PHILIPPINE, INC.; PEREZ FUNERAL; JP DELA CRUZ FUNERAL; BERNALES FUNERAL CHAPELS; M T. ZION FUNERAL SERVICES & MARKETING PLAN; the City Local Government Operations Officer-DILG; and all other concerned offices;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.

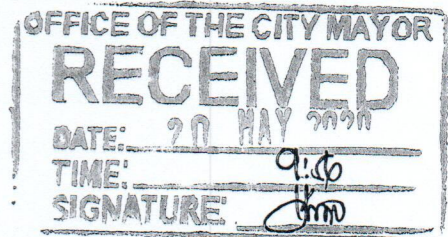

MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

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 **OSPA FARMER'S MEDICAL CENTER**, represented by **SANDRA ANGELICA F. CHIONG, M.D., MBA-HA**, with address at Brgy. Canadeng, Ormoc City, hereinafter referred to as "**SERVICE PROVIDER**";

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, the essence of the government lies in the faithful adherence to the commitment of improving the social, financial, and political well-being of the people particularly in the barangay where government assistance is wanting most;

WHEREAS, the LGU Ormoc is implementing a continuing program as a manifestation of its desire to extend immediate assistance to individuals or group of individuals in crisis situation and an Executive Order numbered 55 was executed by the City Mayor Richard Gomez on May 15, 2020 for this purpose;

WHEREAS, the program is intended for persons in crisis situation who merit immediate and urgent assistance, which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired;

WHEREAS, the formulation and implementation of policies and measures on local autonomy shall be guided by the principle that the participation of the private sector in local governance, particularly in the delivery of basic services, shall be encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development;

WHEREAS, the LGU 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 times of crisis situation;

WHEREAS, the involvement and the cooperation of the **SERVICE PROVIDER** are essential to the effective and successful implementation of stipulated assistance;

Amendments/Revisions

Atty. Maria Adella S. Cabrera
City Legal Attorney III

DATE: MAY 20 2020

WHEREAS, SERVICE PROVIDER operates a tertiary level hospital within the City of Ormoc, with capable laboratory services, and have personnel who can best address contingencies on health crisis;

WHEREAS, to ensure that all persons who might need quality health care and urgent medical attendance in this time of crisis, LGU ORMOC and the **SERVICE PROVIDER** enter into and execute this Memorandum of Agreement;

NOW THEREFORE, the parties above do hereby mutually agree on the following:

ARTICLE I. SCOPE

This agreement shall cover extension of medical and laboratory services to indigents of Ormoc City, Leyte, which services are not available in public owned facilities, by the **SERVICE PROVIDER**, for amounts authorized through a Letter of Guarantee issued to the indigent patient pursuant to EO No. 55 series of 2020.

ARTICLE II. ROLES AND RESPONSIBILITIES

A. LGU ORMOC

- a. Extend financial assistance to cover hospitalization/procedure cost, or a portion thereof, to Ormoc-indigent-patients admitted or securing laboratory/medical procedures from **SERVICE PROVIDER**;
- b. Issue guarantee letters for the availment of the assistance to the qualified patients;
- c. Take financial responsibility for the costs of procedure or 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 serviced/cared for by **SERVICE PROVIDER**;
- e. Coordinate closely and work with local medical and administrative staff of the **SERVICE PROVIDER** through its Focal/ Liaison Officer;
- f. When necessary, organize meeting(s) with the **SERVICE PROVIDER** 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.

REVIEWED

B. SERVICE PROVIDER

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral.

Amendments/Revisions

Atty. Maria Adelfa S. Cabrera
City Legal Attorney III

- a. Appoint Focal person/Liaison Officer who shall be responsible for the implementation of this MOA on the part of the **SERVICE PROVIDER**;
- 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. Provide technical feedback/suggestion in order to improve the mechanism of coordination and delivery of services;
- f. Attend regular partners meeting initiated by the LGU Ormoc;
- g. Deduct guaranteed amounts, as authorized in the letter of guarantee issued for patients, from the final bill to be collected from the patient;
- h. 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.

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

The amount of assistance shall be as stipulated under EO No. 55 series of 2020, or any revision thereon, for indigent patients residing in Ormoc City, Leyte who are issued letters of guarantee for services qualified for.

The assistance shall be paid directly to the **SERVICE PROVIDER** by LGU Ormoc with the 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. Payment shall be released within two-weeks from submission of complete documents as assessed by LGU-Ormoc, on best efforts basis.

The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this MOA and the performance of obligations hereunder. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed as agreed to by the parties.

ARTICLE III. PERIOD OF EFFECTIVITY

This Agreement shall take effect retroactively from March 15, 2020, and shall remain effective until otherwise terminated by agreement among the PARTIES involved.

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

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

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

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

☒ Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

SIGNED IN THE PRESENCE OF:

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.
SANDRA ANGELICA F. CHIONG, M.D.,
MBA-HA

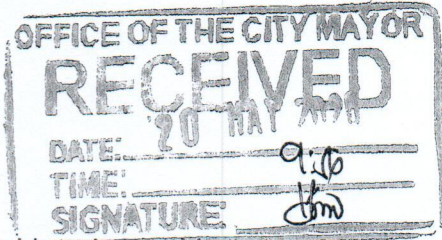
All known to me to be the same persons who executed the foregoing agreement and who
acknowledged to me that the same is their free and voluntary act and deed, and that of
the entities they represent.

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

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

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 **CLINICA GATCHALIAN and HOSPITAL** represented by **JAIME GATCHALIAN JR., M.D.**, with address at Kangleon St., Ormoc City, hereinafter referred to as "**SERVICE PROVIDER**";

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, the essence of the government lies in the faithful adherence to the commitment of improving the social, financial, and political well-being of the people particularly in the barangay where government assistance is wanting most;

WHEREAS, the LGU Ormoc is implementing a continuing program as a manifestation of its desire to extend immediate assistance to individuals or group of individuals in crisis situation and an Executive Order numbered 55 was executed by the City Mayor Richard Gomez on May 15, 2020 for this purpose;

WHEREAS, the program is intended for persons in crisis situation who merit immediate and urgent assistance, which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired;

WHEREAS, the formulation and implementation of policies and measures on local autonomy shall be guided by the principle that the participation of the private sector in local governance, particularly in the delivery of basic services, shall be encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development;

WHEREAS, the LGU 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 times of crisis situation;

WHEREAS, the involvement and the cooperation of the **SERVICE PROVIDER** are essential to the effective and successful implementation of stipulated assistance;

ORMOC CITY LEGAL OFFICE

Approved _____

Seal of the City _____

☒ Drafted by CLO

Not contrary to laws, public policy, moral. _____

Amendments/Revisions _____

BY: Atty. Maria Adella S. Cabrera
City Legal Attorney DATE: MAY 20 2020

WHEREAS, SERVICE PROVIDER operates a secondary level hospital within the City of Ormoc, with capable laboratory services, and have personnel who can best address contingencies on health crisis;

WHEREAS, to ensure that all persons who might need quality health care and urgent medical attendance in this time of crisis, LGU ORMOC and the **SERVICE PROVIDER** enter into and execute this Memorandum of Agreement;

NOW THEREFORE, the parties above do hereby mutually agree on the following:

ARTICLE I. SCOPE

This agreement shall cover extension of medical and laboratory services to indigents of Ormoc City, Leyte, which services are not available in public owned facilities, by the **SERVICE PROVIDER**, for amounts authorized through a Letter of Guarantee issued to the indigent patient pursuant to EO No. 55 series of 2020.

ARTICLE II. ROLES AND RESPONSIBILITIES

A. LGU ORMOC

- a. Extend financial assistance to cover hospitalization/procedure cost, or a portion thereof, to Ormoc-indigent-patients admitted or securing laboratory/medical procedures from **SERVICE PROVIDER**;
- b. Issue guarantee letters for the availment of the assistance to the qualified patients;
- c. Take financial responsibility for the costs of procedure or 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 serviced/cared for by **SERVICE PROVIDER**;
- e. Coordinate closely and work with local medical and administrative staff of the **SERVICE PROVIDER** through its Focal/ Liaison Officer;
- f. When necessary, organize meeting(s) with the **SERVICE PROVIDER** 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.

B. SERVICE PROVIDER

- a. Appoint Focal person/Liaison Officer who shall be responsible for the implementation of this MOA on the part of the **SERVICE PROVIDER**;
- 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;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Maria Adella S. Cabrera
City Legal Attorney

DATE: MAY 20 2020

- e. Provide technical feedback/suggestion in order to improve the mechanism of coordination and delivery of services;
- f. Attend regular partners meeting initiated by the LGU Ormoc;
- g. Deduct guaranteed amounts, as authorized in the letter of guarantee issued for patients, from the final bill to be collected from the patient;
- h. 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.

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

The amount of assistance shall be as stipulated under EO No. 55 series of 2020, or any revision thereon, for indigent patients residing in Ormoc City, Leyte who are issued letters of guarantee for services qualified for.

The assistance shall be paid directly to the **SERVICE PROVIDER** by LGU Ormoc with the 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. Payment shall be released within two-weeks from submission of complete documents as assessed by LGU-Ormoc, on best efforts basis.

The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this MOA and the performance of obligations hereunder. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed as agreed to by the parties.

ARTICLE III. PERIOD OF EFFECTIVITY

This Agreement shall take effect retroactively from March 15, 2020, and shall remain effective until otherwise terminated by agreement among the PARTIES involved.

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

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

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

SIGNED IN THE PRESENCE OF:

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Maria Adella S. Cabrera
City Legal Attorney

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.
JAIME GATCHALIAN JR., M.D.

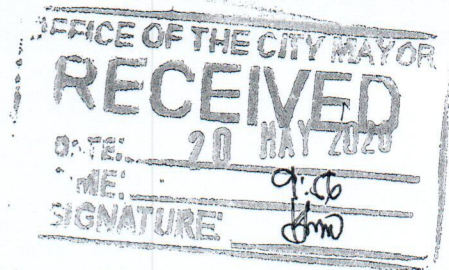
All known to me to be the same persons who executed the foregoing agreement and who
acknowledged to me that the same is their free and voluntary act and deed, and that of
the entities they represent.

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

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

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:



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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, hereinafter referred to as "**SERVICE PROVIDER**";

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 instill 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, the essence of the government lies in the faithful adherence to the commitment of improving the social, financial, and political well-being of the people particularly in the barangay where government assistance is wanting most;

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WHEREAS, the program is intended for persons in crisis situation who merit immediate and urgent assistance, which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired;

WHEREAS, the formulation and implementation of policies and measures on local autonomy shall be guided by the principle that the participation of the private sector in local governance, particularly in the delivery of basic services, shall be encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development;

WHEREAS, the LGU 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 times of crisis situation;

WHEREAS, the involvement and the cooperation of the **SERVICE PROVIDER** are essential to the effective and successful implementation of stipulated assistance;

Amendments/Revisions

Atty. Maria Adelfa S. Cabrera

BY: City Legal Attorney DATE: MAY 26 2020

WHEREAS, SERVICE PROVIDER operates a tertiary level hospital within the City of Ormoc, with capable laboratory services, and have personnel who can best address contingencies on health crisis;

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NOW THEREFORE, the parties above do hereby mutually agree on the following:

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A. LGU ORMOC

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- b. Issue guarantee letters for the availment of the assistance to the qualified patients;
- c. Take financial responsibility for the costs of procedure or 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 serviced/cared for by **SERVICE PROVIDER**;
- e. Coordinate closely and work with local medical and administrative staff of the **SERVICE PROVIDER** through its Focal/ Liaison Officer;
- f. When necessary, organize meeting(s) with the **SERVICE PROVIDER** 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.

B. SERVICE PROVIDER

- a. Appoint Focal person/Liaison Officer who shall be responsible for the implementation of this MOA on the part of the **SERVICE PROVIDER**;
- 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;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, policy, moral.

Amendments/Revisions

Atty. Maria Adella S. Cabrera
City Legal Attorney

- e. Provide technical feedback/suggestion in order to improve the mechanism of coordination and delivery of services;
- f. Attend regular partners meeting initiated by the LGU Ormoc;
- g. Deduct guaranteed amounts, as authorized in the letter of guarantee issued for patients, from the final bill to be collected from the patient;
- h. 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.

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

The amount of assistance shall be as stipulated under EO No. 55 series of 2020, or any revision thereon, for indigent patients residing in Ormoc City. Leyte who are issued letters of guarantee for services qualified for.

The assistance shall be paid directly to the **SERVICE PROVIDER** by LGU Ormoc with the 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. Payment shall be released within two-weeks from submission of complete documents as assessed by LGU-Ormoc, on best efforts basis.

The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this MOA and the performance of obligations hereunder. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed as agreed to by the parties.

ARTICLE III. PERIOD OF EFFECTIVITY

This Agreement shall take effect retroactively from March 15, 2020, and shall remain effective until otherwise terminated by agreement among the PARTIES involved.

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

REVIEWED

ORMOC CITY LEGAL OFFICE

SIGNED IN THE PRESENCE OF:

____ Approved

____ Separate Opinion

☒ Drafted by CLO

____ Not contrary to laws, public
policy, moral.

____ Amendments/Revisions

Atty. Maria Isadora S. Cabrera

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;

RICHARD I. GOMEZ, D.P.A.
GARDENIA Z. LARRAZABAL, M.D.

COMPETENT EVIDENCE OF IDENTITY

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.

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

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

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 **ASIA RENAL CARE PHILIPPINES INC.**, represented by _____, with address at Osmeña St. cor. San Pablo St., Ormoc City, hereinafter referred to as "**SERVICE PROVIDER**";

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 instill 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, the essence of the government lies in the faithful adherence to the commitment of improving the social, financial, and political well-being of the people particularly in the barangay where government assistance is wanting most;

WHEREAS, the LGU Ormoc is implementing a continuing program as a manifestation of its desire to extend immediate assistance to individuals or group of individuals in crisis situation and an Executive Order numbered 55 was executed by the City Mayor Richard Gomez on May 15, 2020 for this purpose;

WHEREAS, the program is intended for persons in crisis situation who merit immediate and urgent assistance, which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired;

WHEREAS, the formulation and implementation of policies and measures on local autonomy shall be guided by the principle that the participation of the private sector in local governance, particularly in the delivery of basic services, shall be encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development;

WHEREAS, the LGU seeks to establish partnerships with duly licensed medical centers in Ormoc City in order to ensure the effective delivery of medical health and welfare services especially in times of crisis situation;

WHEREAS, the involvement and the cooperation of the **SERVICE PROVIDER** are essential to the effective and successful implementation of stipulated assistance;

REVIEWED
ORMOC CITY LEGAL OFFICE
Approved
Separate Opinion
Drafted by CLO
Not contrary to laws, public policy, moral.
Ammendments/Revisions
BY: <u>Atty. Maria Adella S. Cabrera</u> City Legal Attorney
DATE: <u>7/20/20</u>

WHEREAS, SERVICE PROVIDER operates a licensed free standing dialysis clinic within the City of Ormoc, with capable services, and have personnel who can best address contingencies on health crisis;

WHEREAS, to ensure that all persons who might need quality health care and urgent medical attendance in this time of crisis, LGU ORMOC and the **SERVICE PROVIDER** enter into and execute this Memorandum of Agreement;

NOW THEREFORE, the parties above do hereby mutually agree on the following:

ARTICLE I. SCOPE

This agreement shall cover extension of medical and laboratory services to indigents of Ormoc City, Leyte, which services are not available in public owned facilities, by the **SERVICE PROVIDER**, for amounts authorized through a Letter of Guarantee issued to the indigent patient pursuant to EO No. 55 series of 2020.

ARTICLE II. ROLES AND RESPONSIBILITIES

A. LGU ORMOC

- a. Extend financial assistance to cover dialysis cost, or a portion thereof, to Ormoc-indigent-patients securing procedures from **SERVICE PROVIDER**;
- b. Issue guarantee letters for the availment of the assistance to the qualified patients;
- c. Take financial responsibility for the costs of procedure 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 serviced/cared for by **SERVICE PROVIDER**;
- e. Coordinate closely and work with local medical and administrative staff of the **SERVICE PROVIDER** through its Focal/ Liaison Officer;
- f. When necessary, organize meeting(s) with the **SERVICE PROVIDER** 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.

B. SERVICE PROVIDER

- a. Appoint Focal person/Liaison Officer who shall be responsible for the implementation of this MOA on the part of the **SERVICE PROVIDER**;
- 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;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

☒ Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

BY: Atty. Maria Angella S. Calvan DATE: July 11, 2020

- e. Provide technical feedback/suggestion in order to improve the mechanism of coordination and delivery of services;
- f. Attend regular partners meeting initiated by the LGU Ormoc;
- g. Deduct guaranteed amounts, as authorized in the letter of guarantee issued for patients, from the final bill to be collected from the patient;
- h. 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.

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

The amount of assistance shall be as stipulated under EO No. 55 series of 2020, or any revision thereon, for indigent patients residing in Ormoc City. Leyte who are issued letters of guarantee for services qualified for.

The assistance shall be paid directly to the **SERVICE PROVIDER** by LGU Ormoc with the 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. Payment shall be released within two-weeks from submission of complete documents as assessed by LGU-Ormoc, on best efforts basis.

The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this MOA and the performance of obligations hereunder. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed as agreed to by the parties.

ARTICLE III. PERIOD OF EFFECTIVITY

This Agreement shall take effect retroactively from March 15, 2020, and shall remain effective until otherwise terminated by agreement among the PARTIES involved.

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

REVIEWED

RICHARD I. GOMEZ, D.P.A.

ORMOC City Mayor, Ormoc City

ASIA RENAL CARE PHILIPPINES, INC.

Approved

Separate Opinion

☒ Drafted by CLO

Not contrary to laws, public
policy, moral.

Ammendments/Revisions

BY: Atty. Maria Adella S. Cap...
City Legal Attorney II

DATE: 7/29/20

SIGNED IN THE PRESENCE OF:

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;

RICHARD I. GOMEZ, D.P.A.

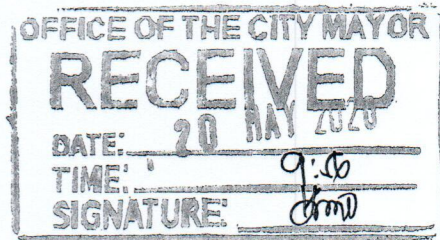
COMPETENT EVIDENCE OF IDENTITY

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.

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

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

" Annex E "



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 **PEREZ FUNERAL**, represented by _____, with address at _____ Ormoc City, hereinafter referred to as **"SERVICE PROVIDER"**;

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, the essence of the government lies in the faithful adherence to the commitment of improving the social, financial, and political well-being of the people particularly in the barangay where government assistance is wanting most;

WHEREAS, the LGU Ormoc is implementing a continuing program as a manifestation of its desire to extend immediate assistance to individuals or group of individuals in crisis situation and an Executive Order numbered 55 was executed by the City Mayor Richard Gomez on May 15, 2020 for this purpose;

WHEREAS, the program is intended for persons in crisis situation who merit immediate and urgent assistance, which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired;

WHEREAS, the formulation and implementation of policies and measures on local autonomy shall be guided by the principle that the participation of the private sector in local governance, particularly in the delivery of basic services, shall be encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development;

WHEREAS, burial assistance through the provision of coffin and/or assistance for preparation of the remains are among the assistance given under EO No. 55 series of 2020;

WHEREAS, the LGU seeks to establish partnerships with duly licensed interment and funeral services providers in Ormoc City in order to ensure effective delivery of services for the preparation of remains, funeral/burial service in times of crisis situation;

WHEREAS, the involvement and the cooperation of the **SERVICE PROVIDER** are essential to the effective and successful implementation of stipulated assistance;

WHEREAS, **SERVICE PROVIDER** operates a funeral chapel offering services within the City of Ormoc, have personnel who can best address needs of families for burial;

WHEREAS, to ensure that all persons who might need effective funeral service in this time of crisis, LGU ORMOC and the **SERVICE PROVIDER** enter into and execute this Memorandum of Agreement;

DATE: MAY 20 2020

NOW THEREFORE, the parties above do hereby mutually agree on the following:

ARTICLE I. SCOPE

This agreement shall cover extension of care of remains and funeral services to indigents of Ormoc City, Leyte, by the **SERVICE PROVIDER**, for amounts authorized through a Letter of Guarantee issued to the indigent patient pursuant to EO No. 55 series of 2020.

ARTICLE II. ROLES AND RESPONSIBILITIES

A. LGU ORMOC

- a. Extend financial assistance to cover the cost, or a portion thereof, to Ormoc-indigent-patients who secure the services of **SERVICE PROVIDER** for the preparation and burial of remains of the indigent's family member;
- b. Issue guarantee letters for the availment of the assistance to the qualified indigents;
- c. Take financial responsibility for the costs of remains treatment and burial expenses up to the amount of P5,000.00.
- d. Make payments, subject to government accounting rules, pursuant to this Agreement, for the covered amount for the serviced/care by **SERVICE PROVIDER**;
- e. Coordinate closely and work with local administrative staff of the **SERVICE PROVIDER** through its Focal/ Liaison Officer;
- f. When necessary, organize meeting(s) with the **SERVICE PROVIDER** 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.

B. SERVICE PROVIDER

- a. Appoint Focal person/Liaison Officer who shall be responsible for the implementation of this MOA on the part of the **SERVICE PROVIDER**;
- b. Provide appropriate care and treatment of human remains and provided funeral services to beneficiaries qualified under the Executive Order, including, but not limited to: pick and transport of human remains, hygienic preparation and dressing/wrapping of the remains, provision of casket;
- c. Provide service for the remains, 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 technical feedback/suggestion in order to improve the mechanism of coordination and delivery of services;
- e. Attend regular partners meeting initiated by the LGU Ormoc;
- f. Deduct guaranteed amounts, as authorized in the letter of guarantee issued, from the final bill to be collected from the indigent;
- g. Submit billing on guaranteed assistance to covered indigents pursuant to this Agreement.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral.

Amendments/Revisions

Atty. Maria Adella S. Cabrera
City Legal Attorney III

DATE: MAY 23 2020

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.

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

The amount of assistance shall be as stipulated under EO No. 55 series of 2020, which shall not be more than P5,000.00, or any revision thereon, for indigent patients residing in Ormoc City, Leyte who are issued letters of guarantee for services qualified for.

The assistance shall be paid directly to the **SERVICE PROVIDER** by LGU Ormoc with the submission of a Billing Statement to the latter, indicating the Names and Addresses of the qualified indigent, with the letter of guarantee and paid bill/receipt reflecting deduction corresponding to the amount authorized under the guarantee letter attached. Payment shall be released within two-weeks from submission of complete documents as assessed by LGU Ormoc, on best efforts basis.

The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this MOA and the performance of obligations hereunder. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed as agreed to by the parties.

ARTICLE III. PERIOD OF EFFECTIVITY

This Agreement shall take effect retroactively from March 15, 2020, and shall remain effective until otherwise terminated by agreement among the PARTIES involved.

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

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

SIGNED IN THE PRESENCE OF:

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

☒ Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Maria Adella S. Cabrera

BY: City Legal Attorney/DATE: _____ 2020

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.

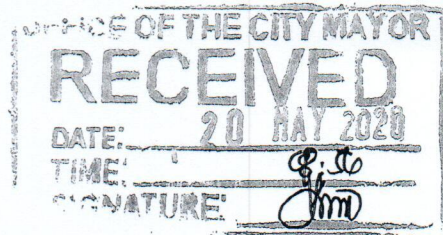
All known to me to be the same persons who executed the foregoing agreement and who
acknowledged to me that the same is their free and voluntary act and deed, and that of
the entities they represent.

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

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

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 **JP DELA CRUZ FUNERAL**, represented by _____, with address at _____ Ormoc City, hereinafter referred to as "**SERVICE PROVIDER**";

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, the essence of the government lies in the faithful adherence to the commitment of improving the social, financial, and political well-being of the people particularly in the barangay where government assistance is wanting most;

WHEREAS, the LGU Ormoc is implementing a continuing program as a manifestation of its desire to extend immediate assistance to individuals or group of individuals in crisis situation and an Executive Order numbered 55 was executed by the City Mayor Richard Gomez on May 15, 2020 for this purpose;

WHEREAS, the program is intended for persons in crisis situation who merit immediate and urgent assistance, which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired;

WHEREAS, the formulation and implementation of policies and measures on local autonomy shall be guided by the principle that the participation of the private sector in local governance, particularly in the delivery of basic services, shall be encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development;

WHEREAS, burial assistance through the provision of coffin and/or assistance for preparation of the remains are among the assistance given under EO No. 55 series of 2020;

WHEREAS, the LGU seeks to establish partnerships with duly licensed interment and funeral services providers in Ormoc City in order to ensure effective delivery of services for the preparation of remains, funeral/burial service in times of crisis situation;

WHEREAS, the involvement and the cooperation of the **SERVICE PROVIDER** are essential to the effective and successful implementation of stipulated assistance;

WHEREAS, **SERVICE PROVIDER** operates a funeral chapel offering services within the City of Ormoc, have personnel who can best address needs of families for burial; policy, moral.

Amendments/Revisions

Atty. Maria Adella S. Calamban

BY: City Legal Attor DATE: MAY 20 2020

WHEREAS, to ensure that all persons who might need effective funeral service in this time of crisis, LGU ORMOC and the **SERVICE PROVIDER** enter into and execute this Memorandum of Agreement;

NOW THEREFORE, the parties above do hereby mutually agree on the following:

ARTICLE I. SCOPE

This agreement shall cover extension of care of remains and funeral services to indigents of Ormoc City, Leyte, by the **SERVICE PROVIDER**, for amounts authorized through a Letter of Guarantee issued to the indigent patient pursuant to EO No. 55 series of 2020.

ARTICLE II. ROLES AND RESPONSIBILITIES

A. LGU ORMOC

- a. Extend financial assistance to cover the cost, or a portion thereof, to Ormoc-indigent-patients who secure the services of **SERVICE PROVIDER** for the preparation and burial of remains of the indigent's family member;
- b. Issue guarantee letters for the availment of the assistance to the qualified indigents;
- c. Take financial responsibility for the costs of remains treatment and burial expenses up to the amount of P5,000.00.
- d. Make payments, subject to government accounting rules, pursuant to this Agreement, for the covered amount for the serviced/care by **SERVICE PROVIDER**;
- e. Coordinate closely and work with local administrative staff of the **SERVICE PROVIDER** through its Focal/ Liaison Officer;
- f. When necessary, organize meeting(s) with the **SERVICE PROVIDER** 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.

B. SERVICE PROVIDER

- a. Appoint Focal person/Liaison Officer who shall be responsible for the implementation of this MOA on the part of the **SERVICE PROVIDER**;
- b. Provide appropriate care and treatment of human remains and provided funeral services to beneficiaries qualified under the Executive Order, including, but not limited to: pick and transport of human remains, hygienic preparation and dressing/wrapping of the remains, provision of casket;
- c. Provide service for the remains, 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 technical feedback/suggestion in order to improve the mechanism of coordination and delivery of services;
- e. Attend regular partners meeting initiated by the LGU Ormoc;
- f. Deduct guaranteed amounts, as authorized in the letter of guarantee issued, from the final bill to be collected from the indigent;
- g. Submit billing on guaranteed assistance to covered indigents pursuant to this Agreement.

REVIEWED
ORMOC CITY LEGAL OFFICE
____ Approved
____ Separate Opinion
✓ Drafted by CLO
____ Not contrary to laws, public policy, moral.
____ Amendments/Revisions
Atty. Maria Arcana S. Cabrera BY: City Legal Attorney
DATE: MAY 21 2020

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.

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

The amount of assistance shall be as stipulated under EO No. 55 series of 2020, which shall not be more than P5,000.00, or any revision thereon, for indigent patients residing in Ormoc City, Leyte who are issued letters of guarantee for services qualified for.

The assistance shall be paid directly to the **SERVICE PROVIDER** by LGU Ormoc with the submission of a Billing Statement to the latter, indicating the Names and Addresses of the qualified indigent, with the letter of guarantee and paid bill/receipt reflecting deduction corresponding to the amount authorized under the guarantee letter attached. Payment shall be released within two-weeks from submission of complete documents as assessed by LGU Ormoc, on best efforts basis.

The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this MOA and the performance of obligations hereunder. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed as agreed to by the parties.

ARTICLE III. PERIOD OF EFFECTIVITY

This Agreement shall take effect retroactively from March 15, 2020, and shall remain effective until otherwise terminated by agreement among the PARTIES involved.

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

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

SIGNED IN THE PRESENCE OF:

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

☒ Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Maria Asela S. Cabrera
Civil Law
MAY 20 2020

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;

RICHARD I. GOMEZ, D.P.A.

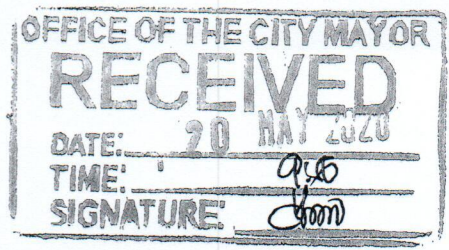
COMPETENT EVIDENCE OF IDENTITY

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.

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

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

" Annex G "



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 **BERNALES MEMORIAL CHAPELS**, represented by _____, with address at Rizal St., Ormoc City, hereinafter referred to as "**SERVICE PROVIDER**";

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, the essence of the government lies in the faithful adherence to the commitment of improving the social, financial, and political well-being of the people particularly in the barangay where government assistance is wanting most;

WHEREAS, the LGU Ormoc is implementing a continuing program as a manifestation of its desire to extend immediate assistance to individuals or group of individuals in crisis situation and an Executive Order numbered 55 was executed by the City Mayor Richard Gomez on May 15, 2020 for this purpose;

WHEREAS, the program is intended for persons in crisis situation who merit immediate and urgent assistance, which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired;

WHEREAS, the formulation and implementation of policies and measures on local autonomy shall be guided by the principle that the participation of the private sector in local governance, particularly in the delivery of basic services, shall be encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development;

WHEREAS, burial assistance through the provision of coffin and/or assistance for preparation of the remains are among the assistance given under EO No. 55 series of 2020;

WHEREAS, the LGU seeks to establish partnerships with duly licensed interment and funeral services providers in Ormoc City in order to ensure effective delivery of services for the preparation of remains, funeral/burial service in times of crisis situation;

WHEREAS, the involvement and the cooperation of the **SERVICE PROVIDER** are essential to the effective and successful implementation of stipulated assistance;

WHEREAS, **SERVICE PROVIDER** operates a funeral chapel offering services within the City of Ormoc, have personnel who can best address needs of families for burial; policy, moral.

ORMOC CITY LEGAL OFFICE

Approved _____

Separate Opinion _____

☒ Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions _____

Atty. Maria Adella S. Cabrera
City Legal Attorney

BY: _____ DATE: MAY 20 2020

WHEREAS, to ensure that all persons who might need effective funeral service in this time of crisis, LGU ORMOC and the **SERVICE PROVIDER** enter into and execute this Memorandum of Agreement;

NOW THEREFORE, the parties above do hereby mutually agree on the following:

ARTICLE I. SCOPE

This agreement shall cover extension of care of remains and funeral services to indigents of Ormoc City, Leyte, by the **SERVICE PROVIDER**, for amounts authorized through a Letter of Guarantee issued to the indigent patient pursuant to EO No. 55 series of 2020.

ARTICLE II. ROLES AND RESPONSIBILITIES

A. LGU ORMOC

- a. Extend financial assistance to cover the cost, or a portion thereof, to Ormoc-indigent-patients who secure the services of **SERVICE PROVIDER** for the preparation and burial of remains of the indigent's family member;
- b. Issue guarantee letters for the availment of the assistance to the qualified indigents;
- c. Take financial responsibility for the costs of remains treatment and burial expenses up to the amount of P5,000.00;
- d. Make payments, subject to government accounting rules, pursuant to this Agreement, for the covered amount for the serviced/care by **SERVICE PROVIDER**;
- e. Coordinate closely and work with local administrative staff of the **SERVICE PROVIDER** through its Focal/ Liaison Officer;
- f. When necessary, organize meeting(s) with the **SERVICE PROVIDER** 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.

B. SERVICE PROVIDER

- a. Appoint Focal person/Liaison Officer who shall be responsible for the implementation of this MOA on the part of the **SERVICE PROVIDER**;
- b. Provide appropriate care and treatment of human remains and provided funeral services to beneficiaries qualified under the Executive Order, including, but not limited to: pick and transport of human remains, hygienic preparation and dressing/wrapping of the remains, provision of casket. Provided that in cases where the indigent beneficiary availed of the casket from LGU Ormoc, prepare and dress/wrap the remains according to health standards, for which LGU Ormoc shall be liable for the amount of P1,500.00 only;
- c. Provide service for the remains, 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 technical feedback/suggestion in order to improve the mechanism of coordination and delivery of services;
- e. Attend regular partners meeting initiated by the LGU Ormoc;
- f. Deduct guaranteed amounts, as authorized in the letter of guarantee issued, from the final bill to be collected from the indigent;
- g. Submit billing on guaranteed assistance to covered indigents pursuant to this Agreement.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

☒ Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Maria Adelita S. Cabrera
BY: City Legal Attorney III DATE: MAY 13 2023

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.

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

The amount of assistance shall be as stipulated under EO No. 55 series of 2020, which shall not be more than P5,000.00, or any revision thereon, for indigent patients residing in Ormoc City, Leyte who are issued letters of guarantee for services qualified for.

The assistance shall be paid directly to the **SERVICE PROVIDER** by LGU Ormoc with the submission of a Billing Statement to the latter, indicating the Names and Addresses of the qualified indigent, with the letter of guarantee and paid bill/receipt reflecting deduction corresponding to the amount authorized under the guarantee letter attached. Payment shall be released within two-weeks from submission of complete documents as assessed by LGU Ormoc, on best efforts basis.

The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this MOA and the performance of obligations hereunder. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed as agreed to by the parties.

ARTICLE III. PERIOD OF EFFECTIVITY

This Agreement shall take effect retroactively from March 15, 2020, and shall remain effective until otherwise terminated by agreement among the PARTIES involved.

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

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

SIGNED IN THE PRESENCE OF:

REVIEWED
ORMOC CITY LEGAL OFFICE
<input type="checkbox"/> Approved
<input type="checkbox"/> Separate Opinion
<input checked="" type="checkbox"/> Drafted by CLO
<input type="checkbox"/> Not contrary to laws, public policy, moral.
<input type="checkbox"/> Amendments/Revisions
Atty. Maria Adella S. CabrerA City Legal Attorney

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;

RICHARD I. GOMEZ, D.P.A.

COMPETENT EVIDENCE OF IDENTITY

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.

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

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

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

OFFICE OF THE CITY MAYOR
RECEIVED
DATE: 20 MAY 2020
TIME: 9:30
SIGNATURE: [Signature]

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 **MT. ZION FUNERAL SERVICES & MARKETING PLAN**, represented by _____, with address at _____, hereinafter referred to as "**SERVICE PROVIDER**";

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, the essence of the government lies in the faithful adherence to the commitment of improving the social, financial, and political well-being of the people particularly in the barangay where government assistance is wanting most;

WHEREAS, the LGU Ormoc is implementing a continuing program as a manifestation of its desire to extend immediate assistance to individuals or group of individuals in crisis situation and an Executive Order numbered 55 was executed by the City Mayor Richard Gomez on May 15, 2020 for this purpose;

WHEREAS, the program is intended for persons in crisis situation who merit immediate and urgent assistance, which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired;

WHEREAS, the formulation and implementation of policies and measures on local autonomy shall be guided by the principle that the participation of the private sector in local governance, particularly in the delivery of basic services, shall be encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development;

WHEREAS, burial assistance through the provision of coffin and/or assistance for preparation of the remains are among the assistance given under EO No. 55 series of 2020;

WHEREAS, the LGU seeks to establish partnerships with duly licensed interment and funeral services providers in Ormoc City in order to ensure effective delivery of services for the preparation of remains, funeral/burial service in times of crisis situation;

WHEREAS, the involvement and the cooperation of the **SERVICE PROVIDER** are essential to the effective and successful implementation of stipulated assistance;

WHEREAS, **SERVICE PROVIDER** operates a funeral chapel offering services within the City of Ormoc, have personnel who can best address needs of families for burial;

ORMOC CITY LEGAL OFFICE

Reviewed 2020;

Approved _____

Separate Opinion _____

Drafted by CLO _____

Not contrary to laws, public policy, moral. _____

Amendments/Revisions _____

Atty. Maria Adella S. Cabrer
City Legal Attorney

DATE: MAY 20 2020

WHEREAS, to ensure that all persons who might need effective funeral service in this time of crisis, LGU ORMOC and the **SERVICE PROVIDER** enter into and execute this Memorandum of Agreement;

NOW THEREFORE, the parties above do hereby mutually agree on the following:

ARTICLE I. SCOPE

This agreement shall cover extension of care of remains and funeral services to indigents of Ormoc City, Leyte, by the **SERVICE PROVIDER**, for amounts authorized through a Letter of Guarantee issued to the indigent patient pursuant to EO No. 55 series of 2020.

ARTICLE II. ROLES AND RESPONSIBILITIES

A. LGU ORMOC

- a. Extend financial assistance to cover the cost, or a portion thereof, to Ormoc-indigent-patients who secure the services of **SERVICE PROVIDER** for the preparation and burial of remains of the indigent's family member;
- b. Issue guarantee letters for the availment of the assistance to the qualified indigents;
- c. Take financial responsibility for the costs of remains treatment and burial expenses up to the amount of P5,000.00.
- d. Make payments, subject to government accounting rules, pursuant to this Agreement, for the covered amount for the serviced/care by **SERVICE PROVIDER**;
- e. Coordinate closely and work with local administrative staff of the **SERVICE PROVIDER** through its Focal/ Liaison Officer;
- f. When necessary, organize meeting(s) with the **SERVICE PROVIDER** 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.

B. SERVICE PROVIDER

- a. Appoint Focal person/Liaison Officer who shall be responsible for the implementation of this MOA on the part of the **SERVICE PROVIDER**;
- b. Provide appropriate care and treatment of human remains and provided funeral services to beneficiaries qualified under the Executive Order, including, but not limited to: pick and transport of human remains, hygienic preparation and dressing/wrapping of the remains, provision of casket;
- c. Provide service for the remains, 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 technical feedback/suggestion in order to improve the mechanism of coordination and delivery of services;
- e. Attend regular partners meeting initiated by the LGU Ormoc;
- f. Deduct guaranteed amounts, as authorized in the letter of guarantee issued, from the final bill to be collected from the indigent;
- g. Submit billing on guaranteed assistance to covered indigents pursuant to this Agreement.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

☒ Drafted by CLO

☐ Not contrary to laws, rules, policy, moral.

Amendments/Revisions

Atty. Maria Adella S. Cabero
City Legal Attorney III

DATE: MAY 22 2020

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.

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

The amount of assistance shall be as stipulated under EO No. 55 series of 2020, which shall not be more than P5,000.00, or any revision thereon, for indigent patients residing in Ormoc City, Leyte who are issued letters of guarantee for services qualified for.

The assistance shall be paid directly to the **SERVICE PROVIDER** by LGU Ormoc with the submission of a Billing Statement to the latter, indicating the Names and Addresses of the qualified indigent, with the letter of guarantee and paid bill/receipt reflecting deduction corresponding to the amount authorized under the guarantee letter attached. Payment shall be released within two-weeks from submission of complete documents as assessed by LGU Ormoc, on best efforts basis.

The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this MOA and the performance of obligations hereunder. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed as agreed to by the parties.

ARTICLE III. PERIOD OF EFFECTIVITY

This Agreement shall take effect retroactively from March 15, 2020, and shall remain effective until otherwise terminated by agreement among the PARTIES involved.

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

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

SIGNED IN THE PRESENCE OF:

REVIEWED
ORMOC CITY LEGAL OFFICE
____ Approved
____ Separate Opinion
<input checked="" type="checkbox"/> Drafted by CLO
____ Not contrary to laws, public policy, moral.
____ Ammendments/Revisions
BY: <u>Adella S. Calpate</u>

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;

RICHARD I. GOMEZ, D.P.A.

COMPETENT EVIDENCE OF IDENTITY

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.

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

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

" Annex I "



Republic of the Philippines
OFFICE OF THE CITY MAYOR
Ormoc City

EXECUTIVE ORDER NO. 55
Series of 2020

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

☒ Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

BY: Atty. Maria Adella S. Calvera
City Legal Office

**AN EXECUTIVE ORDER PROVIDING GUIDELINES FOR THE IMPLEMENTATION
OF GENERAL ASSISTANCE TO INDIVIDUALS, FAMILIES IN CRISIS SITUATION
(AFICS)**

WHEREAS, the essence of the government lies in the faithful adherence to the commitment of improving the social, financial, and political well-being of the people particularly in the barangay where government assistance is wanting most;

WHEREAS, the LGU Ormoc is implementing a continuing program as a manifestation of its desire to extend immediate assistance to individuals or group of individuals in crisis situation;

WHEREAS, the program is intended for persons in crisis situation who merit immediate and urgent assistance, which includes support services extended by social workers to enable them to deal with their problems during the period that they are helpless and their capacity to perform are temporarily impaired;

WHEREAS, the Revised Guidelines for the Implementation of General Assistance to Individuals/ Families in Crisis Situation (AFICS) provides for amounts of financial assistance that are no longer responsive to the current situation given the higher cost of goods and services that their recipients are in need of;

WHEREAS, the purposes for this program are to assist individuals in crisis to meet their immediate needs, to strengthen family relationship during periods of crisis to help individuals maintain capacity for self-direction during the period of indecision and to enable them to deal constructively with problems which affect social functioning, to stimulate community awareness, support and coordination of these entities both public and private involved in assisting individuals and families in crisis situations;

NOW THEREFORE, I, RICHARD I. GOMEZ, City Mayor of Ormoc, Leyte by virtue of the powers vested in me by law and pursuant to the provisions of RA 7160, do hereby direct the following:

I. TYPES OF ASSISTANCE

- 1) Cash Assistance - refers to limited financial assistance extended to individuals intended for a) medicine and hospitalization, b) blood c) transportation and d) housing materials, among others.

ORMOC CITY





Republic of the Philippines
OFFICE OF THE CITY MAYOR
Ormoc City

- 2) Materials Assistance – refers to food clothing (from donation), coffin, etc. extended to individuals in need.
- 3) Referrals Services – refers to the utilization of the services offered which will help individuals and families, to identify their problems, look at their strengths and utilize community resources to enhance their capacities for social functioning which includes transportation pass.

II. ELIGIBILITY CRITERIA

- 1.) Persons in extremely critical situations which demand immediate financial assistance to prevent further worsening thereof, such as sudden illness, death, strandeers, starvation and other similar stresses.
- 2.) Family income is below poverty line, taking into consideration the family size, and other relevant factors.

III. POLICIES AND PROCEDURES

A. GENERAL POLICIES:

- 1.) Assistance shall be extended promptly, within a period of seven (7) days from submission of documents for payment, to meet the need with the corresponding support services.

2.) Assistance shall be extended only after the need has been established, intake form has been accomplished, interview has been conducted and report thereon is made. Actual assessment, verification and preparation of the report will be conducted by the social worker, provided that the application for the assistance under this program can only be availed within the 2 weeks period after the occurrence of the crisis situation.

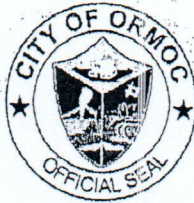
After the eligibility has been established, a certificate of eligibility (BA Form 200), in 3 copies, shall be accomplished by the crisis intervention worker for particular applicant. This certification of eligibility with the case findings report shall constitute the supporting paper to be attached to the Disbursement Voucher or Payroll if there are number of clients, and the amount of assistance is more than P5,000.00. Supporting documents to be complied with, whichever are applicable, are as follows:

Amendments/Revisions

- Atty. Maria Arcana S. Cabrera
BY: [Signature] Legal Attorney DATE: 7/7/20
- i. Certificate of Indigency for all applicants;
 - ii. Medical Certificate from attending physician;
 - iii. Prescription/Order from the doctor;
 - iv. Certificate from the Health Office (CHO) as to non-availability of prescribed medication;

ORMOC CITY





Republic of the Philippines
OFFICE OF THE CITY MAYOR
Ormoc City

- v. Hospital bill, final or partial
 - vi. Photos of damage to shelter;
 - vii. Death certificate and funeral service contract.
- 4.) Referral services shall be made whenever indicated and the worker sees to it that the needed services are extended.
- 5.) Cash Assistance shall be issued directly to clients or any authorized representative at the City Treasurer's Office subject to the presentation of the Community Tax Certificate and release slip from CSWDO to serve as for the release of the check.
- 6.) Patient (claimant should be the client) admitted at the government hospital shall be the first priority, however, those admitted in private hospital but found eligible for assistance shall be considered, but subject to actual assessment and verification by the social worker.
- 7.) Purchase of housing materials shall be monitored by the social worker right after the release of assistance.
- 8.) The client can only avail one assistance at a time.

B. SPECIFIC POLICIES

Materials Assistance:

REVIEWED Food assistance shall be extended to the following: the bedridden, breadwinner, abandoned, suffered job loss, and can only be extended once, depending upon the need.
ORMOC CITY LEGAL OFFICE

Approved *Transportation Assistance:*

Separate Opinion Transportation assistance shall be extended to individuals or families who are in immediate need for transportation such as strandeers, those going for immediate medical treatment, and other critical cases, and shall be of a mode which is least expensive.

✓ Drafted by CLO

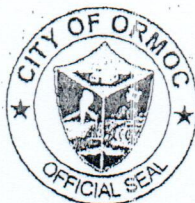
Not contrary to laws, public policy, moral.

Ammendments/Revisions

BY: Atty. Maria Adella S. Cabrera
City Legal Attorney DATE: 7/17/20

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OFFICE OF THE CITY MAYOR
Ormoc City

IV. TERMS OF ASSISTANCE :

A. Cash Assistance / Financial Assistance:

1. Hospitalization

Letter of Guarantee (LOG) to the admitting hospital for the amount of not more than P10,000.00

2. Hospitalization with surgical procedure

LOG to the admitting hospital for the amount of not more than P15,000.00

3. Medicine

LOG to designated pharmacy for the amount of not more than P3,000.00

4. Blood Transfusion

LOG for an amount not more than P5,000.00

5. Laboratory Procedures

LOG for an amount not more than P5,000.00

6. CT-Scan

LOG for an amount not more than P5,000.00

7. Dialysis or Chemotherapy

LOG for an amount not more than P5,000.00

8. Transportation

Actual fare

9. Shelter Cash Assistance

Not more than P10,000.00 for totally damaged houses; Not more than P5,000.00 for partially damaged houses

Availment of Coffin from the General Services Office, OR LOG to funeral home for the amount of not more than P5,000.00

10. Burial

Amounts are subject to net amount due at final billing or that stipulated, whichever is lower. Hospitalization, blood transfusion, and funeral assistance shall be subject to execution of Memoranda of Agreement with respective providers.

B. Material Assistance

1. Emergency Food Assistance – provision of assistance to clients in need, as follows:

a. Walk-in clients

3 kilos Rice, 3 tins sardines, other food stuff

b. Strandedees

3 kilos Rice, 3 tins sardines, other food stuff

c. In case of calamities

5-10 kilos Rice per household beneficiary, 5 tins sardines, other food stuff

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OFFICE OF THE CITY MAYOR
Ormoc City

2. Food-for-work

Provision of food incentives to clients who offer their services to implement/initiate projects especially in the construction of respective houses

3. Burial Assistance

Provision of coffin through the General Services Office

4. Clothing

Through donations

No person/ beneficiary shall, directly or indirectly, avail of the assistance extended under this Executive Order more than once in every three (3) consecutive months.

All forms of assistance provided under this Order are subject to availability of funds, and pertinent circulars and issuances.

V. REPEALING CLAUSE

Previous issuance(s) inconsistent with this present revised guidelines shall be deemed superseded.

VI. EFFECTIVITY:

This revised guidelines shall take effect retroactively from March 15, 2020, and shall continue to be in force and effect until an Ordinance or subsequent issuance providing for the same benefits and assistance, is passed or released.

Signed this 15th day of May, 2020 in Ormoc City.

RICHARD I. GOMEZ, DPA
City Mayor

REVIEWED	
ORMOC CITY LEGAL OFFICE	
_____	Approved
_____	Separate Opinion
<input checked="" type="checkbox"/>	Drafted by CLO
_____	Not contrary to laws, public policy, moral.
_____	Amendments/Revisions
Atty. Maria Antonia S. Cabrera BY: <u>City Legal Attorney</u> DATE: <u>5/15/20</u>	

ORMOC CITY

