

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,
ORMOC CITY HALL BUILDING
ON JANUARY 08, 2021 IN LIEU OF
JANUARY 05, 2021

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member
Roiland H. Villasencio,	SP Member
Tomas R. Serafica,	SP Member, Majority Floor Leader
Nolito M. Quilang,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member, Asst. Majority Floor Leader
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. 2021 - 003

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO AND SIGNED BY THE CITY MAYOR RICHARD I. GOMEZ IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC AND BERNALES MEMORIAL CHAPELS, AND CONFIRMING SUCH AUTHORITY THEREIN IN RELATION TO THE IMPLEMENTATION OF THE ASSISTANCE TO INDIVIDUALS ON CRISIS SITUATIONS (AICS), SPECIFICALLY TO PROVIDE FUNERAL SERVICE FOR COVID-19 CONFIRMED, PROBABLE AND SUSPECTED DEATHS.

WHEREAS, this August body was in receipt of an indorsement from the Office of the City Mayor dated January 5, 2020, requesting for the issuance of a resolution ratifying and confirming the authority of the City Mayor to enter and sign a Memorandum of Agreement with Bernales Memorial Chapels, in relation to the implementation of the Assistance to Individuals on Crisis Situations (AICS), specifically to provide funeral service for COVID-19 confirmed, probable and suspected deaths. Further, requesting that this matter be treated as URGENT, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, Bernales Memorial Chapels is a funeral service provider existing under the laws of the Philippines with office address at Rizal St., Ormoc City is hereinafter referred to as SERVICE PROVIDER;

WHEREAS, reports indicated a number of confirmed, probable and suspected COVID-19 deaths in the City. Thus, there is a necessity for LGU-Ormoc to establish a proper management of infectious human remains to ensure the health of the community and in containing the spread of the coronavirus;

WHEREAS, the national government has issued guidelines that LGUs shall ensure that the remains of confirmed and suspected COVID-19 cases are buried or cremated within 12 hours after death;

WHEREAS, DILG-DOH Joint Memorandum Circular No. 01 dated April 16, 2020, mandates that every city/municipality must designate funeral parlors and/or crematoriums for the remains of suspect and probable (PUI), and confirmed COVID-19 cases. It shall enter into a Memorandum of Agreement (MOA) with reputable funeral service providers and/crematoriums;

WHEREAS, the parties recognize the importance of proper handling of infectious human remains in hospitals, health care facilities, homes and quarantine centers. Therefore, SERVICE PROVIDER, as a reputable funeral service provider in the City of Ormoc for a long time, expresses its desire to support LGU-Ormoc City to provide funeral services on confirmed, probable and suspected patients/individuals who died from COVID-19;

WHEREAS, to ensure the direct compliance of the said DILG-DOH Joint Memorandum Circular, specifically to provide a well-coordinated approach in disposing of the remains of COVID-19 related deaths and more importantly to help manage the grief of the bereaved families, LGU ORMOC AND BERNALES MEMORIAL CHAPELS has entered into and signed a Memorandum of Agreement in relation to the implementation of the Assistance to Individuals on Crisis Situations (AICS), specifically to provide funeral service for COVID-19 confirmed, probable and suspected deaths;

WHEREAS, the said MOA was reviewed by City Legal Office and that the same was found to be in order, not detrimental to the interests of the City, not contrary to law, morals and public policy;

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, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents therefore, is most deserving of this august Body's prompt and favorable ratification and confirmation of such authority therein;

WHEREFORE, on joint motion of SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances and SP Member Vincent L. Rama, Chairman, Committee on Social Welfare, Senior Citizens and Persons with Disability, severally seconded by SP Members Tomas R. Serafica, Jasper M. Lucero, Eusebio Gerardo S. Penserga, Gregorio G. Yrastorza, III, Lalaine A. Marcos, Joan Marbie C. Simbajon, Peter M. Rodriguez, Esteban V. Laurente, Roiland H. Villasencio; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO AND SIGNED BY THE CITY MAYOR RICHARD I. GOMEZ IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC AND BERNALES MEMORIAL CHAPELS, AND CONFIRMING SUCH AUTHORITY THEREIN IN RELATION TO THE IMPLEMENTATION OF THE ASSISTANCE TO INDIVIDUALS ON CRISIS SITUATIONS (AICS), SPECIFICALLY TO PROVIDE FUNERAL SERVICE FOR COVID-19 CONFIRMED, PROBABLE AND SUSPECTED DEATHS;

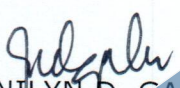
ADOPTED, January 08, 2021.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) be submitted 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 Mejia-Romero; Bernales Memorial Chapels; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


NONILYN D. GALANO
OIC – SP Secretary
(Supervising Administrative Officer)

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, DPA**, 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. Can-alieng, 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 in crisis situation and an Executive Order numbered 131 was executed by the City Mayor Richard Gomez on January 4, 2021, for this purpose;

WHEREAS, the program is in accordance with DSWD Memorandum Circular No. 24, series of 2020 and 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, including those affected by the COVID-19 pandemic;

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;

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 persons in Ormoc City, which services are not available in public owned facilities in the city, by the **SERVICE PROVIDER**, for amounts authorized through a Letter of Guarantee issued to the indigent patient(s)/ individuals in crisis situations, pursuant to EO No. 131 series of 2021 and pertinent issuances.

ARTICLE II. ROLES AND RESPONSIBILITIES

A. LGU ORMOC

- a. Extend financial assistance to cover hospitalization/procedure cost, or a portion thereof, to 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 including RT-PCR and like testing;
- 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;
- 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;
- i. Provide medical technicians and perform complete laboratory services for the conduct of RT-PCR and like testing on qualified patients.

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. 131 series of 2021, or any revision thereon, for patients residing/ found in Ormoc City 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 on January 8, 2021 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

SIGNED IN THE PRESENCE OF:

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

REPUBLIC OF THE PHILIPPINES)

CITY OF ORMOC CITY) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of ORMOC CITY, Philippines, on this day of JAN 07 2021, 2021 personally appeared;

RICHARD I. GOMEZ, D.P.A.

SANDRA ANGELICA F. CHIONG, M.D., PRC 0090463

MBA-HA

COMPETENT EVIDENCE OF IDENTITY

LTO N01-85-028343

PRC 0090463

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.

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Book No. XII
Series of 2021.

ATTY. ADELITO M. SOLIBAGA JR.

Notary Public for the City of Chicago

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18. 2000

Roll of Attorney No. 51625

TIN 207-693-1150

J. Navarro St., Ormoc City, Philippines