

REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC

VICE MAYOR'S OFFICE
LGU-ORMOC CIT
RECEIVED:
Date: 07 APR 2021

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 APRIL 06, 2021

SANGGUNIANG PANLUNGSOD
RECORDS SECTION
RECEIVED
DATE 4/8/2021
BY: [Signature]
LUNGSOD NG ORMOC

PRESENT:

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

City Vice Mayor & Presiding Officer
SP Member
SP Member, Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Benjamin S. Pongos, Jr.,
Roland H. Villasencio,

SP Member
SP Member

RESOLUTION NO. 2021-094

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF AGREEMENT (MOA) WITH THE
LOCAL GOVERNMENT OF ORMOC CITY, DIABETES
PHILIPPINES, INC., PHILIPPINE ASSOCIATION OF
DIABETES EDUCATORS AND ASSOCIATION OF
DIABETES NURSE EDUCATORS OF THE PHILIPPINES
AND ASTRAZENeca PHARMACEUTICALS (PHILS.),
INC. REGARDING THE IMPLEMENTATION OF THE
PROGRAM: ACT NOW FOR DIABETES.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated March 31, 2021 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Agreement (MOA) with the Local Government of Ormoc City, Diabetes Philippines, Inc., Philippine Association of Diabetes Educators and Association of Diabetes Nurse Educators of the Philippines and Astrazeneca Pharmaceuticals (Phils.), Inc. regarding the implementation of the program: *ACT NOW for Diabetes*. Further requesting that this matter be treated as EXTREMELY URGENT;

WHEREAS, in an Annotation dated April 5, 2021, the City Legal Office finds nothing legally objectionable in the said MOA and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interest of Ormoc City;

WHEREAS, Astrazeneca Pharmaceuticals Phils., Inc. proposes to implement the program: *ACT NOW for Diabetes* with the aim to address the progressively increasing complications from Type 2 Diabetes in the Philippines, which includes cardiovascular and chronic kidney diseases;

WHEREAS, the Local Government of Ormoc City shall identify the target institutions within its jurisdiction to provide assistance and implementation of the program;

WHEREAS, Diabetes Philippines, Inc. shall provide expertise in the evaluation of the risk assessment tool and module development for medical education, and empower their members to be resource persons in educating physicians in the identified LGUs;

WHEREAS, Philippine Association of Diabetes Educators and Association of Diabetes Nurse Educators of the Philippines shall serve as scientific experts and provide their expertise in the evaluation of the risk assessment tool, module development for medical education, and empower their members to be resource persons in educating the lay members of the LGUs;

WHEREAS, Astrazeneca Pharmaceuticals Phils., Inc. shall provide the overall program coordination and logistics support, including: providing online platforms for events, Continuing Medical Education and Lay lecture events between LGU and Partner societies;

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, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health & Sanitation and SP Member Nolito M. Quilang, Vice-Chairman, Committee on Laws & Ordinances, severally seconded by SP Members Joan Marbie C. Simbajon, Lalaine A. Marcos, Vincent L. Rama, Tomas R. Serafica, Esteban V. Laurente, Jasper M. Lucero and Gregorio G. Yrastorza III; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE LOCAL GOVERNMENT OF ORMOC CITY, DIABETES PHILIPPINES, INC., PHILIPPINE ASSOCIATION OF DIABETES EDUCATORS AND ASSOCIATION OF DIABETES NURSE EDUCATORS OF THE PHILIPPINES AND ASTRAZENECA PHARMACEUTICALS (PHILS.), INC. REGARDING THE IMPLEMENTATION OF THE PROGRAM: ACT NOW FOR DIABETES;

ADOPTED, April 06, 2021.

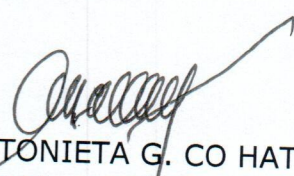
RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;

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; the City Health Department; Diabetes Philippines, Inc.; Philippine Association of Diabetes Educators; Association of Diabetes Nurse Educators of the Philippines; and Astrazeneca Pharmaceuticals (Phils.), Inc.; the City Local Government Operations Officer-DILG; and all others concerned;

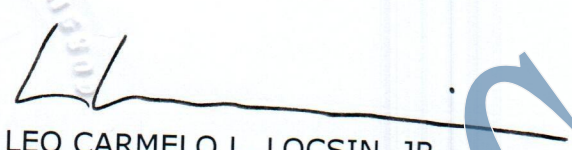
Res. No. 2021-094

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing 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

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") made and entered into between:

THE LOCAL GOVERNMENT OF ORMOC CITY, a Local Government Unit, represented by its Mayor, **RICHARD I. GOMEZ**, hereinafter referred to as the **"FIRST PARTY"**;

DIABETES PHILIPPINES, INC., a medical society, represented by its President: **DR FRANCIS PASAPORTE**, hereinafter referred to as the **"SECOND PARTY"**;

PHILIPPINE ASSOCIATION OF DIABETES EDUCATORS and **ASSOCIATION OF DIABETES NURSE EDUCATORS OF THE PHILIPPINES**, partnered allied health professional societies, represented by their presidents: **MS LEYDEN FLORIDO** and **MS ELEONOR TANGKEKO**, respectively, hereinafter referred to as the **"THIRD PARTY"**;

ASTRAZENECA PHARMACEUTICALS (PHILS.), INC. with office address at 16th Floor Inoza Tower, 40th Street, Bonifacio Global City, Taguig City represented herein by its Head of Medical Affairs, **DR CYRIL JOSEPH TOLOSA**, hereinafter referred to as the **"FOURTH PARTY"**;

The First Party, Second Party, Third Party and Fourth Party are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH That:

WHEREAS, The Fourth Party proposes to implement the program: *ACT NOW for Diabetes* (the "Program") with the aim to address the progressively increasing complications from Type 2 Diabetes in the Philippines, which includes cardiovascular and chronic kidney diseases. The program shall include: (1) the use of a risk assessment tool in the management of Type 2 Diabetes within Local Government Units (LGU's) to identify diabetes patients at high risk of developing cardiorenal complications, (2) continuing medical education for health practitioners on the management of Type 2 Diabetes, including the use of the Risk Assessment tool, its significance and the management of diabetes and prevention of its complications, (3) Lay education on lifestyle modification, adherence to therapies for diabetes and prevention of cardiorenal complications;

WHEREAS, the First Party shall identify the target institutions within their jurisdiction for the implementation and provide assistance in the implementation of the aforementioned program;

WHEREAS, the Second Party, as scientific experts in Diabetes, including cardiovascular and chronic kidney diseases, shall provide their expertise in the evaluation of the risk assessment tool and module development for medical education, and empower their members to be resource persons in educating physicians in the identified LGU's;

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

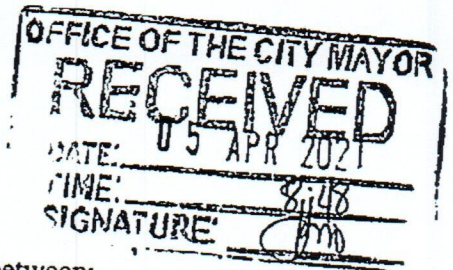
Amendments/Revisions

Atty. Josephine A. Mejia-Romero
BY: Cny Legal Officer

DATE: APR 05 2021

Subject to CLO comments, for issuance of
resolution for Mayor to sign.

As per client
a) clearance memo- re test forms
b) assistance extra re government
STR
4/5/21



WHEREAS, the third party shall serve as scientific experts and provide their expertise in the evaluation of the risk assessment tool, module development for medical education, and empower their members to be resource persons in educating the lay members of the LGU's.

WHEREAS, the fourth party shall provide the overall program coordination and logistics support, including: providing online platforms for events, CME and Lay lecture events management, provision of risk assessment tools, and coordination and scheduling of events between LGU and Partner societies.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the Parties have agreed on the following responsibilities:

ARTICLE I ROLES AND RESPONSIBILITIES

SECTION 1. The First Party shall be responsible for the following:

- 1.1 Provide a list of target primary healthcare institutions and healthcare workers to where and whom the program may be implemented
- 1.2 Provide Risk Assessment Tool in hospitals/healthcare centers (see: Appendix A)
- 1.3 Provide weekly report of utilization of the Risk Assessment Tool thru e-mail (see: Appendix B)

SECTION 2. The Second Party shall be responsible for the following:

- 2.1 Provide expert opinion on the Risk Assessment Form and Tool
- 2.2 Conduct continuing medical education among physicians on diabetes care and early prevention
 - 2.2.1 Minimum of 2 up to a maximum of 6 Lecture events per year per LGU attended by primary care physicians of the LGU's.

SECTION 3. The Third Party shall be responsible for the following:

- 3.1 Conduct lay lectures and group patient counselling.
 - 3.1.1 Minimum of 2 up to a maximum of 6 lay lecture events per year per LGU to be attended by constituents of the LGU diagnosed with Diabetes as identified by the LGU health department.

SECTION 4. The Fourth Party shall be responsible for the following:

- 4.1 Coordination among parties and provide logistics support for the program including:
providing online platforms for events, CME and Lay lecture events management, provision of risk assessment tools, and coordination and scheduling of events between LGU and Partner

Approved societies

Separate Opinion

Drafted by CLO

Not contrary to laws, public
policy, moral.

Ammendments/Revisions

Atty. Josephine A. Weja-Romero
City Legal Officer

DATE: APR 05 2021

ARTICLE II AMENDMENT

SECTION 4. Amendment. This Agreement may be revised, amended or modified by the Parties only through an instrument in writing duly executed and signed by all Parties but not later than thirty (30) days before the expiration of this Agreement.

ARTICLE III TERM AND TERMINATION

SECTION 5. Term. This Agreement shall take effect upon signing thereof and shall remain valid and in force for a period of one (1) year, unless earlier terminated in accordance with Section 7 hereof.

SECTION 6. Extension or Renewal. This Agreement may be extended or renewed for a certain period, upon mutual and written agreement of the Parties.

SECTION 7. Termination. This Agreement shall be terminated with immediate effect under any of the following instances:

1. Upon mutual written agreement of all Parties; or
2. Failure of any Party to comply with the terms and conditions of this Agreement and of the Project Development Plan as outlined in Appendix C of this Agreement, in which case, the Fourth Party shall cease implementing any and all activities under the project contemplated herein, and all improvements made on the designated project area shall belong to the local government.

ARTICLE IV COOPERATION AND MUTUAL CONSULTATIONS

SECTION 8. It is understood that the Parties shall conduct periodic consultation pertaining to project implementation, and in the spirit of cooperation, endeavor to take decisions by mutual agreement in any dispute that may arise out of this Agreement. Where there is disagreement, the Parties shall endeavour to resolve the same by mutual consultation and amicable settlement.

ARTICLE V USE OF INFORMATION AND MATERIALS

SECTION 9. It is understood that the Parties may only use information and materials received in connection to this agreement. The Parties' rights shall be respected in such information and materials, and confidentiality will be kept at all times and not use them for any other purpose.

ORMOC CITY LEGAL OFFICE

____ Approved

____ Separate Opinion

____ Drafted by CLO

☒ Not contrary to laws, public
policy, moral.

See page 1

____ Amendments/Revisions

Atty. Josephine A. Meja-Romen
BY: City Legal Officer DATE: APR 05 2021

ARTICLE VI
NON - EXCLUSIVITY

SECTION 10. Nothing in this Agreement shall be construed to prevent any Party from entering into similar or substantially similar agreements with other persons or entities, or from making its services available to other healthcare professionals or pharmaceutical companies.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures this _____ at _____.

FIRST PARTY

RICHARD I. GOMEZ, DPA
Mayor
Local Government Unit of Ormoc

SECOND PARTY

DR. FRANCIS PASAPORTE
President
Diabetes Philippines, Inc.

THIRD PARTY

MS. LEYDEN FLORIDO
President
Philippine Association of Diabetes

FOURTH PARTY

DR. CYRIL JOSEPH TOLOSA
Head of Medical Affairs
AstraZeneca Pharmaceuticals (Phils.), Inc.

MS. ELEONOR TANGKEKO
President
Association of Diabetes
Nurse Educators of the
Philippines

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by

Not contrary to laws, public
policy, moral.

Ammendments/Revisions

Atty. Josephine A. Mejia-Romero
City Legal Officer

BY: _____ DATE: APR 05 2021

SIGNED IN THE PRESENCE OF:

Dr. Alberto Pamplona, Jr
Medical Affairs Manager
AstraZeneca Pharmaceuticals (Phils.), Inc.

Sharon Amanda Pablo
Group Brand Manager
AstraZeneca Pharmaceuticals (Phils.), Inc.

Dr. Gilbert Arcilla, Jr
Sr. Medical Science Liaison

AstraZeneca Pharmaceuticals (Phils.), Inc.

ACKNOWLEDGEMENT

Republic of the Philippines

) S.S.

)

Before me, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	ID/Passport No.	Date/Place of Issuance

Known to be the same person who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of FIVE (5) pages including this page where this acknowledgement is written, and is signed by the parties and their instrumental witness on each and every page hereof.

REVIEWED

ORMOC CITY LEGAL OFFICE

____ Approved

____ Separate Opinion

____ Drafted by CLO

☒ Not contrary to laws, public policy, moral.

____ Ammendments/Revisions

Atty. Josephine A. Mejia-Romero

BY: City Legal Officer

DATE: APR 05 2021

See page 1

Appendix A

ID No.

NCD HIGH-RISK ASSESSMENT
(Facility Form)

Date of Assessment:

Birth Date:

Age:

Name:

Civil Status:

Sex:

Address:

Contact Numbers:

Occupation:

Educational Attainment:

Familial History
Does patient have 1st degree relative with

Hypertension

Stroke

Heart Attack

Diabetes

Asthma

Cancer

Kidney Disease

Obesity

BMI

Ht (cm)

Wt (kg)

Central Adiposity

Waist circumference (cm)

Raised BP

Systolic 1st reading

Diastolic 1st reading

Systolic 2nd reading

Diastolic 2nd reading

Average Blood Pressure

Smoking (Tobacco/Cigarette)

Never smoked

Current smoker

Passive Smoker

Alcohol Intake

Never consumed

Excessive Alcohol Intake

High Fat/High Salt Food Intake

Dietary Fiber Intake

Physical Activity

Presence or absence of Diabetes

1. Was patient diagnosed as having diabetes?

2. Does patient have the following symptoms?

3. Raised Blood Glucose

4. Raised Blood Lipids

5. Presence of Urine Ketones

6. Presence of Urine Protein

Questionnaire to Determine Probable Angina, Heart Attack, Stroke or Transient Ischemic Attack

Angina or Heart Attack

1. Have you had any pain or discomfort or any pressure or heaviness in your chest?

2. Do you get the pain in the center of the chest or left chest or left arm?

3. Do you get it when you walk uphill or hurry?

4. Do you slowdown if you get the pain while walking?

5. Does the pain go away if you stand still or if you take a tablet under the tongue?

6. Does the pain go away in less than 10 minutes?

7. Have you ever had a severe chest pain across the front of your chest lasting for half an hour or more?

8. Have you ever had any of the following: difficulty in talking, weakness of arm and/or leg on one side of the body or numbness on one side of the body?

Reference: Appendix 3: Administrative Order 2012-0029, Department of Health, Office the Secretary - Implementing Guidelines on the Institutionalization of Philippine Packing of Essential NCD interventions (PhilPEN) on the integrated management of hypertension and diabetes for primary health care facilities (Dec. 4, 2012).

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Romero

BY: City Legal Officer

DATE: APR 05 2021

Appendix B

LGU Weekly Report Template

Dat e	# of Patient Screened	# of Patients with Risk Factors
ie. Week 1 (April 1 to 7)	###	###

REVIEWED

ORMOC CITY LEGAL OFFICE

____ Approved

____ Separate Opinion

____ Drafted by CLO

☒ Not contrary to laws, public
policy, moral.

see page 1

____ Ammendments/Revisions

Atty. Josephine A. Mejia-Romero

BY: City Legal Officer

DATE: APR 05 2021

Appendix C

Project Development Outline		
Task	Responsible Party	Target Dates
1. Proposal Presentations to Society and LGU's	AstraZeneca	February to March , 2021
2. Partnership Agreement Development	AstraZeneca with approval of all Parties	March 2021
3. Agreement Signing	All Parties	March 2021
4. Risk Form Localization	AstraZeneca and Diabetes Philippines	March 2021
5. Module Development	Diabetes Philippines and PADE-ADNEP	March 2021
6. Program Orientation to LGU Health Units	AstraZeneca and LGU's	April to May 2021
7. Risk Form Implementation	LGU's	2 weeks after initial program orientation of each LGU
8. Start of Medical Education Lectures	Diabetes Philippines	April to May, 2021
9. Start of Lay Lectures	PADE-ADNEP	April to May, 2021
10. Risk Form Surveillance	LGU's and AstraZeneca	Once weekly risk form reporting
11. Program Evaluation	All Parties	4 weeks after orientation, Monthly thereafter

REVIEWED

OSM/OC CITY LEGAL OFFICE

___ Approved

___ Separate Opinion

___ Drafted by CLO

___ Not contrary to laws, public policy, moral.

___ Ammendments/Revisions

BY: Atty. Josephine A. Mejia-Roman DATE: APR 05 2021
City Legal Office