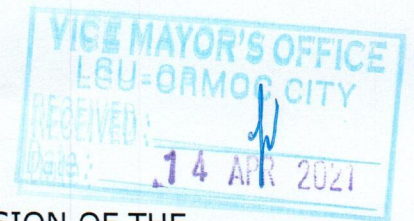
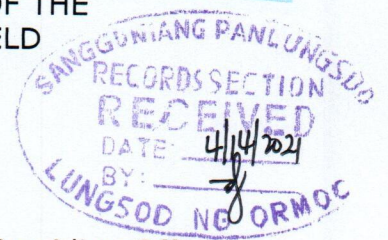


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 APRIL 13, 2021



PRESENT:

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

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

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

ON OFFICIAL BUSINESS:

Esteban V. Laurente,

Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc

RESOLUTION NO. 2021-097

**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
THREE (3) PRIVATE HOSPITALS OF ORMOC CITY AS
REFERRAL FOR ADVERSE EFFECT FOLLOWING
IMMUNIZATION (AEFI) FOR THE LGU-ORMOC
COVID-19 VACCINATION ACTIVITIES.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated April 12, 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 three (3) private hospitals of Ormoc City as referral for Adverse Effect Following Immunization (AEFI) for the LGU-ORMOC COVID-19 vaccination activities. Further requesting that this matter be treated as EXTREMELY URGENT, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, the City Health Department forwarded an Indorsement dated April 7, 2021 to the Office of the City Mayor a MOA to be entered by and between the Local Government Unit of Ormoc City and the three hospitals, namely: OSPAFMC, Ormoc Doctors' Hospital, and Clinica Gatchalian and Hospital as referral hospitals for AEFI of the LGU's COVID-19 vaccination activities;

WHEREAS, in an Annotation dated April 12, 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, Article XIII, Section II of the 1987 Constitution provides that "The State shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential goods, health, and other social services available to all people at affordable cost";

WHEREAS, the LGU seeks to establish a partnership with duly licensed hospitals in Ormoc City in order to ensure the effective delivery of medical health and welfare services especially in times of emergencies and disasters;

WHEREAS, the LGU has recently executed a Memorandum of Agreement (MOA) in relation to the acquisition, distribution, and administration of AstraZeneca (AZD1222) Vaccine;

WHEREAS, the LGU anticipates the possibility of people receiving the said vaccine to have some kind of Adverse Effect Following Immunization (AEFI);

WHEREAS, facilities and resources of the LGU may not be sufficient in the treatment of AEFI;

WHEREAS, the involvement and cooperation of the hospitals are essential to the effective and successful implementation of coordinated initiatives and effective management;

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 and Sanitation and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Peter M. Rodriguez, Tomas R. Serafica, Joan Marbie C. Simbajon, Jasper M. Lucero, Gregorio G. Yrastorza III, Roiland H. Villasencio, Lalaine A. Marcos and Vincent L. Rama; 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 THREE (3) PRIVATE HOSPITALS OF ORMOC CITY AS REFERRAL FOR ADVERSE EFFECT FOLLOWING IMMUNIZATION (AEFI) FOR THE LGU-ORMOC COVID-19 VACCINATION ACTIVITIES;

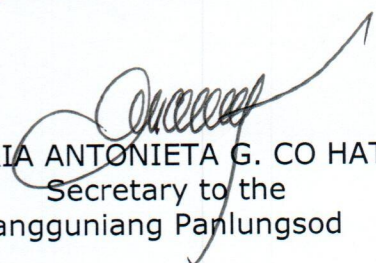
ADOPTED, April 13, 2021.

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; City Health Department; OSPA-FMC; Ormoc Doctors' Hospital; Clinica Gatchalian and Hospital; the CDRMO; 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 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

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., MD**, with address at Kangleon St. Brgy. District 26, Ormoc City, herein after referred to as the "HOSPITAL".

WITNESSETH, that:

WHEREAS, Article XIII, Section II of the 1987 Constitution provides that "The state shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential Goods, Health, and other Social Services available to all people at affordable cost."

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 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 a partnership with a duly licensed hospital in Ormoc City in order to ensure the effective delivery of medical health and welfare services especially in times of emergencies and disasters;

WHEREAS, on March 9, 2020, the Philippines declared the rapid spread of the Novel Corona Virus Disease (COVID-19) as a public health emergency;

WHEREAS, the LGU endeavors to address the medical needs of patients in this time of crisis;

WHEREAS, the LGU has partnered with hospitals in Ormoc City in implementing measures against the coronavirus disease;

WHEREAS, the LGU has executed a Memorandum of Agreement in relation to the acquisition, distribution, and administration of AZD1222 Vaccine;

WHEREAS, the LGU anticipates the possibility for people receiving said vaccine to manifest adverse effect following immunization (AEFI);

WHEREAS, facilities, and resources of the LGU may not be sufficient in the treatment of AEFIs;

WHEREAS, the involvement and the cooperation of the Hospital is essential to the effective and successful implementation of coordinated initiatives, and effective management;

WHEREAS, Hospital operates a tertiary level hospital within the City of Ormoc and have personnel who can best address contingencies for this public health emergency;

BY: _____

4/12/2021

for Sr authority

WHEREAS, to ensure that all persons receiving vaccine who manifest any adverse effect following immunization (AEFI) are able to get appropriate management and treatment, LGU ORMOC and the Hospital 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 covers the provision of medical attention and care brought about by any adverse effect following immunization (AEFI) from the vaccine against coronavirus disease administered by the LGU. Hospital is hereby elected as, and accepts designation for, referral hospital for AEFI.

ARTICLE II. LGU ORMOC. For purposes of this Agreement, LGU Ormoc shall:

- q. Coordinate closely and work with Local medical and administrative staff of the Hospital through its Focal/Liaison Officer;
- r. See to the safe administration, and due follow up care, of subject vaccine to subject eligible persons;
- s. Manage patients manifesting adverse effects requiring minimal treatment and/or management;
- t. Refer/turn care over to Hospital over the patients with AEFI who are in need of hospitalization;
- u. Assist patients or their SOs for, and ensure, availment of packages available to patients from various government/private institutions;
- v. When necessary, organize meeting(s) with the Hospital in order to improve the mechanism of coordination and service delivery;
- w. Devise a mechanism that will monitor and ensure that the program is properly and effectively implemented;
- x. Coordinate with proper parties regarding patient care and Hospital requirements.

ARTICLE III. HOSPITAL

- s. Appoint/designate sufficient health care personnel to cater to patients referred pursuant to this agreement;
- t. Devise a mechanism to ensure that shifts and beds dedicated to AEFI cases are covered with optimum number of medical staff;
- u. Accept referral of patients with AEFI, and other cases, as defined in applicable

DOH guidelines;

- v. Provide medical support and service to patients referred thereto;

Provide appropriate medical care and humane treatment to referred patients;

- x. 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;

- y. Provide technical feedback/suggestion in order to improve the coordination and

delivery of services;

- z. Report any and all significant events in the operation of the Hospital in relation

to referred patients, including, but not limited to, deaths, recoveries, policy, moral exacerbations, and the like;

- aa. Assist patients or their SOs for, and ensure, availment of packages available to patients from various government/private institutions;

Amendments/Revisions

Atty. Josephine A. Mejia-Romero

BY:

DATE:

Hospital hereby warrants that it is an institution that is PhilHealth accredited and DOH licensed. Hospital further warrants that its officers, employees, and other personnel are compliant, and will comply, with pertinent laws, rules and regulations, policies, administrative orders and issuances.

ARTICLE IV. OTHER COVENANTS

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.

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 IV. RATIFICATION

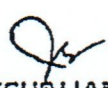
All actions taken by the parties prior to the date hereof in compliance with, and pursuant to, the terms and conditions of this Agreement are hereby confirmed and ratified.

ARTICLE V. EFFECTIVITY


This Agreement shall take effect from the time of signing of all parties until the last case needing isolation is discharged and aftercare is duly arranged.

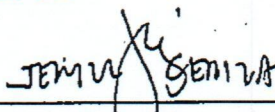
IN WITNESS WHEREOF, the parties hereby affix their signatures this ____ of _____, in Ormoc City.

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


JAIME GATCHALIAN JR., MD
Medical Director, Clinica Gatchalian and Hospital

SIGNED IN THE PRESENCE OF:


REVIEWED BY: EDMUNDO B. KIERULF, MD, MPH
City Health Officer II


Jemur Genita
CGH Staff

ORMOC CITY LEGAL OFFICE

____ Approved

____ Separate Opinion

☒ Drafted by CLO / MAC

____ Not contrary to laws, public
policy, moral.

____ Amendments/Revisions

Atty. Josepina A. Mejia-Romero
City Legal Officer

DATE: 4/10/2021

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.
JAIME GATCHALIAN JR., MD

ID Type; No. Validity

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.

NOTARY PUBLIC

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

REVIEWED

ORMOC CITY LEGAL OFFICE

☒ Approved

☐ Separate Opinion

☒ Drafted by CLO / *MAZ*

☐ Not contrary to laws, public policy, moral.

☒ Amendments/Revisions

Atty. Josephine A. Maria-Romer
City Legal Officer

BY: _____ DATE: *4/12/2021*

for R. Gomez

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. Can-adieng., Ormoc City, herein after referred to as the "HOSPITAL".

WITNESSETH, that:

WHEREAS, Article XIII, Section II of the 1987 Constitution provides that "The state shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential Goods, Health, and other Social Services available to all people at affordable cost."

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 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 a partnership with a duly licensed hospital in Ormoc City in order to ensure the effective delivery of medical health and welfare services especially in times of emergencies and disasters;

WHEREAS, on March 9, 2020, the Philippines declared the rapid spread of the Novel Corona Virus Disease (COVID-19) as a public health emergency;

WHEREAS, the LGU endeavors to address the medical needs of patients in this time of crisis;

WHEREAS, the LGU has partnered with hospitals in Ormoc City in implementing measures against the coronavirus disease;

WHEREAS, the LGU has executed a Memorandum of Agreement in relation to the acquisition, distribution, and administration of AZD1222 Vaccine;

WHEREAS, the LGU anticipates the possibility for people receiving said vaccine to manifest adverse effect following Immunization (AEFI);

WHEREAS, facilities, and resources of the LGU may not be sufficient in the treatment of AEFIs;

WHEREAS, the involvement and the cooperation of the Hospital is essential to the effective and successful implementation of coordinated initiatives, and effective management;

WHEREAS, Hospital operates a tertiary level hospital within the City of Ormoc and have personnel who can best address contingencies for this public health emergency;

BY: Atty. Joseph R. Uy-Gomez DATE: April 20, 2020
City Legal Officer

WHEREAS, to ensure that all persons receiving vaccine who manifest any adverse effect following immunization (AEFI) are able to get appropriate management and treatment, LGU ORMOC and the Hospital 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 covers the provision of medical attention and care brought about by any adverse effect following immunization (AEFI) from the vaccine against coronavirus disease administered by the LGU. Hospital is hereby elected as, and accepts designation for, referral hospital for AEFI.

ARTICLE II. LGU ORMOC. For purposes of this Agreement, LGU Ormoc shall:

- Coordinate closely and work with Local medical and administrative staff of the Hospital through its Focal/Liaison Officer;
- See to the safe administration, and due follow up care, of subject vaccine to subject eligible persons;
- Manage patients manifesting adverse effects requiring minimal treatment and/or management;
- Refer/turn care over to Hospital over the patients with AEFI who are in need of hospitalization;
- Assist patients or their SOs for, and ensure, availment of packages available to patients from various government/private institutions;
- When necessary, organize meeting(s) with the Hospital in order to improve the mechanism of coordination and service delivery;
- Devise a mechanism that will monitor and ensure that the program is properly and effectively implemented;
- Coordinate with proper parties regarding patient care and Hospital requirements.

ARTICLE III. HOSPITAL

- Appoint/designate sufficient health care personnel to cater to patients referred pursuant to this agreement;
- Devise a mechanism to ensure that shifts and beds dedicated to AEFI cases are covered with optimum number of medical staff;
- Accept referral of patients with AEFI, and other cases, as defined in applicable DOH guidelines;
- Provide medical support and service to patients referred thereto;
- Provide appropriate medical care and humane treatment to referred patients;
- 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;
- Provide technical feedback/suggestion in order to improve the coordination and delivery of services;
- Report any and all significant events in the operation of the Hospital in relation to referred patients, including, but not limited to, deaths, recoveries, exacerbations, and the like;
- Assist patients or their SOs for, and ensure, availment of packages available to patients from various government/private institutions;

EDMUND B. KIERULF, MD, MPH
City Health Officer
Ormoc City Health Department

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral

Atty. Josephine A. Reyes-Romer
City Legal Office

DATE: 4/2/2021

Hospital hereby warrants that it is an institution that is PhilHealth accredited and DOH licensed. Hospital further warrants that its officers, employees, and other personnel are compliant, and will comply, with pertinent laws, rules and regulations, policies, administrative orders and issuances.

ARTICLE IV. OTHER COVENANTS

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.

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 IV. RATIFICATION

All actions taken by the parties prior to the date hereof in compliance with, and pursuant to, the terms and conditions of this Agreement are hereby confirmed and ratified.

ARTICLE V. EFFECTIVITY

This Agreement shall take effect from the time of signing of all parties until the last case needing isolation is discharged and aftercare is duly arranged.

IN WITNESS WHEREOF, the parties hereby affix their signatures 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, OSPA-FMC

SIGNED IN THE PRESENCE OF:

REVIEWED MUND B. KIERULF, MD, MPH
City Health Officer II

OSPA-FMC Staff

ORMOC CITY LEGAL OFFICE

____ Approved

____ Separate Opinion

☒ Drafted by CLO /MRC

____ Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Romero
City Legal Officer

DATE: 4/1/2021

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

ID Type; No. Validity

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.

NOTARY PUBLIC

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

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO/ *MAC*

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Josephine A. Uria-Somero
City Legal Officer

DATE: *4/12/2021*

hon & auth

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

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

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

-AND-

The **ORMOC DOCTOR'S HOSPITAL** represented by **GARDENIA Z. LARRAZABAL, M.D.**, with address at Aviles corner San Pablo Sts., Ormoc City, herein after referred to as the "HOSPITAL".

WITNESSETH, that:

WHEREAS, Article XIII, Section II of the 1987 Constitution provides that "The state shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential Goods, Health, and other Social Services available to all people at affordable cost."

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 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 a partnership with a duly licensed hospital in Ormoc City in order to ensure the effective delivery of medical health and welfare services especially in times of emergencies and disasters;

WHEREAS, on March 9, 2020, the Philippines declared the rapid spread of the Novel Corona Virus Disease (COVID-19) as a public health emergency;

WHEREAS, the LGU endeavors to address the medical needs of patients in this time of crisis;

WHEREAS, the LGU has partnered with hospitals in Ormoc City in implementing measures against the coronavirus disease;

WHEREAS, the LGU has executed a Memorandum of Agreement in relation to the acquisition, distribution, and administration of AZD1222 Vaccine;

WHEREAS, the LGU anticipates the possibility for people receiving said vaccine to manifest adverse effect following immunization (AEFI);

WHEREAS, the facilities, and resources of the LGU may not be sufficient in the treatment of AEFIs;

WHEREAS, the involvement and the cooperation of the Hospital is essential to the effective and successful implementation of coordinated initiatives, and effective management;

Not contrary to laws, public

WHEREAS, Hospital operates a tertiary level hospital within the City of Ormoc and have personnel who can best address contingencies for this public health emergency;

Amendments/Revisions

Atty. Josephine A. Mapa-Romero

City Legal Officer

BY:

DATE: 4/1/20

WHEREAS, to ensure that all persons receiving vaccine who manifest any adverse effect following immunization (AEFI) are able to get appropriate management and treatment, LGU ORMOC and the Hospital 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 covers the provision of medical attention and care brought about by any adverse effect following immunization (AEFI) from the vaccine against coronavirus disease administered by the LGU. Hospital is hereby elected as, and accepts designation for, referral hospital for AEFI.

ARTICLE II. LGU ORMOC. For purposes of this Agreement, LGU Ormoc shall:

- Coordinate closely and work with Local medical and administrative staff of the Hospital through its Focal/Liaison Officer;
- See to the safe administration, and due follow up care, of subject vaccine to subject eligible persons;
- Manage patients manifesting adverse effects requiring minimal treatment and/or management;
- Refer/turn care over to Hospital over the patients with AEFI who are in need of hospitalization;
- Assist patients or their SOs for, and ensure, availment of packages available to patients from various government/private institutions;
- When necessary, organize meeting(s) with the Hospital in order to improve the mechanism of coordination and service delivery;
- Devise a mechanism that will monitor and ensure that the program is properly and effectively implemented;
- Coordinate with proper parties regarding patient care and Hospital requirements.

ARTICLE III. HOSPITAL

- Appoint/designate sufficient health care personnel to cater to patients referred pursuant to this agreement;
- Devise a mechanism to ensure that shifts and beds dedicated to AEFI cases are covered with optimum number of medical staff;
- Accept referral of patients with AEFI, and other cases, as defined in applicable DOH guidelines;

Provide medical support and service to patients referred thereto;

- Provide appropriate medical care and humane treatment to referred patients;

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;

Approved

Separate Opinion

Provide technical feedback/suggestion in order to improve the coordination and delivery of services;

Report any and all significant events in the operation of the Hospital in relation to referred patients, including, but not limited to, deaths, recoveries, exacerbations, and the like;

Not contrary to laws, public

Assist patients or their SOs for, and ensure, availment of packages available to patients from various government/private institutions;

Amendments/revisions

Atty. Josephine A. Magsamen
City Legal Officer

DATE: 4/2/2021

Hospital hereby warrants that it is an institution that is PhilHealth accredited and DOH licensed. Hospital further warrants that its officers, employees, and other personnel are compliant, and will comply, with pertinent laws, rules and regulations, policies, administrative orders and issuances.

ARTICLE IV. OTHER COVENANTS

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.

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 IV. RATIFICATION

All actions taken by the parties prior to the date hereof in compliance with, and pursuant to, the terms and conditions of this Agreement are hereby confirmed and ratified.

ARTICLE V. EFFECTIVITY

This Agreement shall take effect from the time of signing of all parties until the last case needing isolation is discharged and aftercare is duly arranged.

IN WITNESS WHEREOF, the parties hereby affix their signatures 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

SIGNED IN THE PRESENCE OF:

REVEREND EDMUND B. KIERULFF, MD, MPH
City Health Officer II

Ormoc Doctors' Hospital Staff

ORMOC CITY LEGAL OFFICE

____ Approved

____ Separate Opinion

☒ Drafted by CLO / UAC

____ Not contrary to laws, public
policy, moral.

____ Amendments/Revisions

BY: Atty. Josephine A. Maja-Romero
City Legal Officer DATE: 4/12/2021

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

ID Type; No. Validity

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.

NOTARY PUBLIC

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

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

MAZ

Not contrary to laws, public policy, moral.

Amendments/Revisions

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

DATE: 4/17/2021