



Republic of the Philippines
Province of Guimaras

OFFICE OF THE SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE SANGGUNIANG PANLALAWIGAN OF THE PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON FEBRUARY 4, 2015.

PRESENT:

<i>Hon. Vicente B. de Asis</i>	-	<i>Vice Governor/Presiding Officer</i>
<i>Hon. Cyril C. Beltran</i>	-	<i>SP Member/ Majority Floor Leader</i>
<i>Hon David G. Gano</i>	-	<i>SP Member</i>
<i>Hon. John Edward G. Gando</i>	-	<i>SP Member</i>
<i>Hon. Josefina G. de la Cruz</i>	-	<i>SP Member</i>
<i>Hon. Dan Elby C. Habaña</i>	-	<i>SP Member</i>
<i>Hon. Diosdado G. Gonzaga</i>	-	<i>SP Member</i>
<i>Hon. Rex G. Fernandez</i>	-	<i>SP Member</i>
<i>Hon. Nelly S. Rentoy</i>	-	<i>Ex-Officio Member (PCL Fed. President)</i>
<i>Hon. Fred C. Gamayao</i>	-	<i>Ex-Officio Member (LNB Fed. President)</i>

OFFICIAL BUSINESS:

N o n e

ABSENT:

Hon. Roy P. Habaña - *SP Member*

RESOLUTION NO. 17

RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, M.D., MPH TO SIGN FOR AND IN BEHALF OF THE DCGNPH THE MEMORANDUM OF AGREEMENT WITH THE RURAL HEALTH UNIT OF THE MUNICIPALITY OF NUEVA VALENCIA FOR THE IMPLEMENTATION OF PRIMARY CARE BENEFIT (PCB) PACKAGE I

WHEREAS, the Honorable Governor of the Province of Guimaras, in his letter dated 04 February 2015 has requested for an authority to sign for and in behalf of the DCGNPH, the Memorandum of Agreement with the Rural Health Unit of the Municipality of Nueva Valencia for the implementation of the Primary Care Benefit (PCB) Package I;

WHEREAS, the Chairperson, Committee on Health, manifested that there is a need of an agreement between the RHU of the Municipality of Nueva Valencia as the Primary Care Benefit (PCB)/Provider with the DCGNPH referred to as the Referral Facility in order to improve the delivery of quality health care for patients;

WHEREAS, the DCGNPH agrees to provide the services to the patients of the RHU of Nueva Valencia who are members and beneficiaries of the NHTS, 4P's and PhilHealth Indigency Enrollees of the municipality, province and Office of the Congressman with assignment in the Municipality of Nueva Valencia based on the terms and conditions of the MOA drafted for the purpose;

WHEREAS, this Honorable Body interposes no objection to the above request, as it is deemed necessary for the welfare of Guimarasnons;

NOW, THEREFORE, on motion of Honorable Josefina de la Cruz, unanimously seconded:

THE SANGGUNIAN PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Governor Samuel T. Gumarin, M.D., MPH to sign for and in behalf of the DCGNPH, the following:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into by and between:

RURAL HEALTH UNIT OF NUEVA VALENCIA, Guimaras, a government office created by its Local Government with office address at Poblacion, Nueva Valencia, Guimaras, represented herein by its Municipal Mayor, HONORABLE EMMANUEL C. GALILA, now and hereinafter referred to as the "Primary Care Benefit (PCB) I Provider",

and

DR. CATALINO GALLEGU NAVA PROVINCIAL HOSPITAL (DCGNPH), a Health Referral facility, a government agency with office address at San Miguel, Jordan, Guimaras, represented by its Provincial Governor, HONORABLE SAMUEL T. GUMARIN, MD, MPH, now and hereinafter referred to as the "Referral Facility".

WITNESSETH

WHEREAS, there is a need to establish a partnership and referral system with other health services providers/facilities in order to improve the delivery of quality health care patients;

WHEREAS, the referral facility has a diagnostic facility capable of providing up to level 2 laboratory and/or chest x-ray examination services among others;

WHEREAS, the PCB Provider does not have a complete facility to provide laboratory examinations such as Fasting Blood Sugar (FBS), Lipid Profile and chest x-ray to its patients and wishes its patients to be provided with these services by the Referral Facility;

WHEREAS, the Referral Facility agrees to provide the services to the patients of the PCB Provider who are members and beneficiaries of National Household Targeting System (NHTS), Pantawid Pamilyang Pilipino Program (4Ps) and PhilHealth Indigency Enrollees of the municipality, province and Office of the Congressman with assignment to the municipality based on the terms and conditions of this agreement;

NOW THEREFORE, for and consideration of the foregoing premises, the parties hereby agree as follows:

I. Definition of Terms

- 1.1 **Services-** The Referral Facility shall provide the following services. Fasting Blood Sugar (FBS), Lipid Profile, x-ray, and ultrasound examination to the patients who are members and beneficiaries of National Household Targeting System (NHTS), Pantawid Pamilyang Pilipino Program (4Ps) and PhilHealth Indigency Enrollees of the Municipality, Province and Office of the Congressman with assignment to the municipality referred by the Municipal Health Officer of the PCB I Provider in accordance with the terms and conditions of this agreement.

- 1.2 **Period of the Delivery of the Services-** The Referral Facility shall commence the provision of the services or shall continue until and unless terminated by either party.
- 1.3 **Place of Delivery of the Services-** Dr. Catalino Gallego Nava Provincial Hospital.
- 1.4 **Cost and Manner of Payment**
 - a. As consideration for the provision of the Services by the referral facility, the price for the provision of the Services (FBS, Lipid Profile, x-ray, Ultrasound) shall be in consonance with the hospital laboratory fees.
 - b. The Payment for referred diagnostic services shall be charged against the Per Family Payment Rate (PFPR) Fund of the accredited PCB I Provider. It shall be the responsibility of the LGU concerned to enact the referral and payment system required therefore. There PCB-entitled members and dependents shall not incur out of pocket expenses for such services.
 - c. The Referral Facility shall bill the charges to the PCB Provider every 30th day of the month. The PCB I Provider shall pay the Referral Facility within a month upon receipt of the bill from the hospital, except on justifying circumstances, provided a communication should be made to that effect.

Engaging with private laboratories in the absence of needed lab services with Board authority.

2. **General Terms**

- 2.1 **Warranty-** The Referral Facility represents and warrants that:
 - a. It will perform the Services with reasonable care and skill, and
 - b. The Services provided by the Referral Facility to the patients' referred by the PCB Provider under this agreement will not infringe or violate any intellectual property rights or other rights or other right of any third party.
- 2.2 **Limitation of Liability**
 - a. Either party's liability in contract, text of otherwise (including negligence) arising directly out of or in connection with this agreement and every applicable part of it shall be limited in aggregate to the Price of Services.
 - b. Nothing in this Clause will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.
- 2.3 **Termination-** Either Party may terminate this agreement upon notice in writing if:
 - a. The other is in breach of any material obligation contained in this agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or

- b. A voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed or any of the Other party's assets or an undertaking or a resolution or a person to wind up the other party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation or either party or if any circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver, administrative receiver or administrator or to present winding-up petition or make a winding up order in respect of the other Party. Any termination of this agreement (however occasioned) shall not affect the coming into force of the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.4 **Relationship of the Parties-** The Parties acknowledge and agree that the Services performed by the Referral Facility, its employees. Agenda or sub-Contractors shall be as an independent contractor and that nothing in this agreement shall be deemed to continue a partnership, joint venture, agency relationship or other between the parties.

2.5 **Confidentiality-**Neither Party will use, copy adapt, alter, or part with possession of any information of the other which disclosed or otherwise comes into possession under or in relation to this agreement and which is of a confidential nature. This obligation will not apply to information which the receipt can prove was in its possession at the date it was received or obtained or which is in comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.6 **Notice-** Any notice which may be given by a Party under this agreement shall be deemed to have been duly delivered by hand, registered mail, facsimile transmission of electronic mail to the address of the other party as specified in this agreement or any other address notified in writing to the other Party.

2.7 **Miscellaneous**

- a. The failure of either Party to enforce its rights under this agreement as any time for any period shall not be constructed as waiver of such rights.
- b. If any part, term or provision of this agreement is not hold to be illegal or an enforceable, the validity nor shall enforceable of the reminder of this agreement be affected.
- c. Neither Party shall assign or transfer all of any part of its rights under this agreement without the consent of the other party.
- d. This agreement may not be amended for any other reasons without the prior written agreement of both Parties.

- e. This agreement constitute the entire understanding between the Parties relating to the subject matter hereof unless any representatives, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this agreement if the failure delay it's caused by any circumstances beyond its reasonable control, including and not limited to acts of God, was civil commotion or industrial dispute. If such delay or failure continues for at least seven (7) days, the party not affected by such delay or failure shall be entitled to terminate this agreement by notice in writing to the other.
- g. This agreement shall be governed by existing Philippine Laws, rules and regulations and the parties agree to submit disputes arising out of or in connection with this agreement to arbitration before invoking the jurisdiction of the courts.

3. Obligations and Responsibilities of the Parties:

PCB Provider:

- 1. Municipal Health officer (MHO) is the only authorized person to refer/request patients for laboratory services (FBS, Lipid Profile and chest x-ray)
- 2. Facilitate payment of lab and x-ray services to the referral facility
- 3. Responsible to provide copy of NHTS, PhilHealth Indigents and PCB recipients
- 4. Responsible to attach copy needed information (MDR, NHTS/PhilHealth Indigency or Pantawid Pampamilya Identification Card) with the referral slip
- 5. Should see to it that referred patients have identification card
- 6. See to it that payment made should be in consonance with the requested laboratory (lipid profile, fasting blood sugar, x-ray and ultrasound services only)

Referral Facility:

- 1. Provide request lab, x-ray services and ultrasound
- 2. Bill the PCB provider
- 3. Ensure availability of lab and chest x-ray services at all times, inform PCB Provider if the request services are not available
- 4. Inform the PCB Provider in case of changes in the lab and x-ray and ultrasound rates
- 5. See to it that only requested services are provided

4. Manner of Payment:

Payment shall be made to the Second Party thirty (30) days from demand. However, in case of delay, the First Party shall write a notice in writing to the Second Party explaining the delay.

IN WITNESS WHEREOF, the Parties have signed this agreement on _____, at
Jordan, Guimaras Philippines.

Municipality of Nueva Valencia, Province of Guimaras

EMMANUEL C. GALILA
Municipal Mayor

SAMUEL T. GUMARIN, MD, MPH
Provincial Governor

Signed in the presence of:

Rural Health Unit

Dr. Catalino Gallego Nava Provincial
Hospital

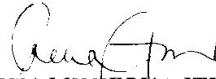
SHEILA D. GUMABONG, MD
Municipal Health Officer

N.L. CATHREL A. NAVA, MD
PHO II/Chief of Hospital

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Municipal Mayor of the Municipality of Nueva Valencia and all others concerned for information and appropriate action.

APPROVED: February 4, 2015.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on February 4, 2015.



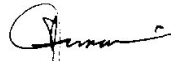
LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:



ATTY. VICENTE B. DE ASIS
*Vice Governor
Presiding Officer*

Approved:



SAMUEL T. GUMARIN, MD, MPH
Governor