



Republic of the Philippines
Province of Guimaras
OFFICE OF THE 9TH SANGGUNIANG PANLALAWIGAN
San Miguel, Jordan, Guimaras 5045



EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE
9TH SANGGUNIANG PANLALAWIGAN OF THE PROVINCE OF GUIMARAS HELD AT
THE SP SESSION HALL, 2ND FLOOR, GTIC BUILDING ON FEBRUARY 11, 2020.

PRESENT:

Hon. Cyril C. Beltran	-	SP Member, Majority Floor Leader and OIC Vice Governor
Hon. David G. Gano	-	SP Member and Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr.	-	SP Member
Hon. Diosdado G. Gonzaga	-	SP Member and Temporary Presiding Officer
Hon. Josefina G. de la Cruz	-	SP Member
Hon. Rex G. Fernandez	-	SP Member
Hon. Aurelio G. Tionado	-	SP Member
Hon. Dan Elby C. Habaña	-	SP Member
Hon. Karren Kaye A. Gadnanan-	-	Ex-Officio SP Member (SK Federation President)
Hon. Marilou S. Delumpa	-	Ex-Officio SP Member (LNB President)
Hon. Glicerio G. Edang	-	Ex-Officio SP Member (PCL Federation President)

OFFICIAL BUSINESS:

Atty. John Edward G. Gando - Vice Governor

RESOLUTION NO. 34

**RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO
SIGN FOR AND IN BEHALF OF THE DOCTOR CATALINO GALLEGO NAVA
PROVINCIAL HOSPITAL THE MEMORANDUM OF AGREEMENT WITH THE
PHILIPPINE CHARITY SWEEPSTAKES (PCSO) RELATIVE TO THE ENDOWMENT
FUND FOR 2019 (GRANT)**

WHEREAS, the Doctor Catalino Gallego Nava Provincial Hospital is a beneficiary of an
Endowment Fund from the Philippine Charity Sweepstakes Office (PCSO) in the amount of ₱1M
payable in one -time release subject to the availability of funds and applicable accounting
and auditing rules and regulations;

WHEREAS, the grant shall be utilized exclusively for medical/hospital/laboratory,
including medical services for the benefit of indigent patients confined and receiving outpatient
management at the Doctor Catalino Gallego Nava Provincial Hospital;

WHEREAS, this Honorable Body finds the request of the Honorable Governor to be
beneficial to the indigent constituents of the province, thereby interposing no objection on the
same, on the terms, conditions and stipulations set forth in the Memorandum of Agreement
presented before it;

NOW THEREFORE, on motion of Honorable Josefina G. de la Cruz and duly seconded
by all members;

THE 9TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

CONTACT US: —



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ospguimaras@gmail.com



Province of Guimaras

RESOLVED, FURTHER, to authorize Governor Samuel T. Gumarin, MD, MPH to sign for and in behalf of the provincial government the following:

**MEMORANDUM OF AGREEMENT
(ENDOWMENT FUND)**

THE PUBLIC IS INFORMED:

This **MEMORANDUM OF AGREEMENT (MOA)** entered into between:

The **PHILIPPINE CHARITY SWEEPSTAKES OFFICE (PCSO)**, a government-owned and controlled corporation, existing by virtue of Republic Act No. 1169, holding office at Sun Plaza Bldg., 1507 Shaw Blvd. corner Princeton Street, Mandaluyong City, represented by its Vice-Chairperson and General Manager, **ROYINA M. GARMA**, who is duly authorized for this purpose under Board Resolution No. 382, series of 2015, as shown in Secretary's Certificate notarized on 06 October 2015, (a copy of which is attached as **Annex A**);

-and-

(NAME OF HOSPITAL) (**ENDOWMENT FUND PROGRAM PARTNER HOSPITAL**), a _____-bed capacity, _____, located at (address of hospital), represented by _____, HON. _____, who is duly authorized for this purpose by _____ (a copy of which is attached as **Annex B**).

The PCSO and EFPH are also individually referred herein as "**PARTY**" and collectively as "**PARTIES**".

ANTECEDENTS

One of the priority programs of the Government under the leadership of President Rodrigo Roa Duterte is to uplift the health condition of the Filipino by providing financial assistance for various health and medical related programs, medical assistance and services and charities of national character;

The PCSO is the principal government agency tasked to raise and provide funds for health programs, medical assistance and services, and other charities of national character. In furtherance of its mandate, PCSO aims to bridge the deficit in accessible hospital services in far flung areas. For this purpose, the PCSO implements the Endowment Fund Program (EFP) for Charity Patients in government hospitals to augment their limited financial resources and alleviate health spending of their charity/service patients, in conjunction with the No Balance Billing (NBB) of the Philippine Health Insurance Corporation (Philhealth);

The **ENDOWMENT FUND PROGRAM PARTNER HOSPITAL (EFPH, for brevity)** is a reliable partner of the government in giving much needed medical and health services to the poor and disadvantaged patients, which signified its intent and willingness to be PCSO's partner in the implementation of the EFP, and attached the following documents in support thereof: (1) License to Operate a Hospital issued by _____ of the Department of Health, Regional Office V (a copy of which is attached as **Annex C**); and (2) Certificate of Accreditation issued by _____ Regional Vice President, Philhealth (a copy of which is attached as **Annex D**); and (3) Annual Hospital Statistical Report Year 2019 (a copy of which is attached as **Annex E**).

Pursuant to Board Resolution No. _____, Series of _____, (Annex F), and as an act of liberality and generosity, PCSO approved an **ENDOWMENT FUND** for 2019 (GRANT) in favor of the **EFPH** in the amount of **ONE MILLION** PESOS (PhP1,000,000.00) payable in **one-time** release, subject to the availability of funds and applicable accounting and auditing rules and regulations;

ACCORDINGLY, the parties hereby agree as follows:

1. The grant shall be in the amount of _____ PESOS (PhP _____) payable in one-time release to the EFPH. For this purpose, EFPH shall issue an Official Receipt in favor of the PCSO.
2. The EFPH shall perform the following:
 - a. Utilize the grant within one (1) year from the date of its release;
 - b. Utilize the grant exclusively for medical/hospital/laboratory, including medical services for the benefit of indigent charity patients (confined and receiving outpatient management), as follows:
 - i. Confined (charity ward) patients — the assistance shall be based on the published case rates of Philhealth; and
 - ii. Outpatients accessing hospital medical services — the patient and the medical service should be covered by Philhealth.

For this purpose, assistance per patient shall be comparable to 100% of Philhealth case rates.

- c. Ensure the prudent administration and utilization of the grant and shall be principally and directly liable to the PCSO by adopting applicable government accounting and auditing rules and regulations;
- d. Open a separate account with the Landbank of the Philippines where the fund shall be placed until the same is totally appropriated. All interest earned shall form part of the grant.
- e. Maintain a separate record of patients served under EFP, indicating therein the corresponding expenses incurred with charge slips;
- f. Submit to PCSO the following:
 - 1) Monthly Utilization Report showing a list of recommended patients under the EFP;
 - 2) Matrix of Patients Served on a monthly basis, starting from the date the grant is released to it by PCSO;
 - 3) Liquidation Report within sixty (60) days upon full utilization of the grant or within one (1) year from receipt of the grant, whichever comes first. The Liquidation Report shall include the following:
 - i. Statement of Receipts and Disbursements certified correct by the Chief Accountant and noted by the Head or authorized representative of the EFPH;
 - ii. List of Beneficiaries of the grant;
 - iii. Charge Slips;
 - iv. Official Receipt;
 - v. Credit Notice from Resident Commission on Audit (COA)
- g. Return to the PCSO any remainder of the grant which will not be utilized during the one (1) year period of utilization;
- h. Keep proper books of accounts of its operation in accordance with generally accepted accounting principles and as may be required by PCSO and/or COA;

- i. Make readily available its books of accounts, other records and documents pertaining to the appropriation and use of the grant, for inspection by PCSO or its duly authorized representatives or the Branch Office which has jurisdiction of EFPH, the Internal Audit Services (IAS) and the COA at any time during regular office hours;
 - j. Support all PCSO programs. It shall help enhance PCSO's corporate image by acknowledging PCSO's contribution through a "PCSO Assisted Project" signage following the design provided by the PCSO. The signage shall be installed at the facade of the (NAME OF HOSPITAL) and at its Medical Social Services unit, the printing and installation of which shall be for the sole account of EFPH;
 - k. Comply with all of its obligations under this MOA, the EFP Implementing Guidelines (a copy of which is attached as Annex G and made an integral part of this MOA), and subsequent issuances of the PCSO relating to the EFP and its implementation.
3. The EFPH warrants the following:
- a. That it has revealed all material information relative to this MOA;
 - b. That all such information revealed are true and correct;
 - c. That it has entered into this MOA with the PCSO without the help or interference of any party who has or might be financially benefited, directly or indirectly, as a result of the grant; and
 - d. That this MOA is entered into not for the purpose of fraud or for any cause/manner contrary to the PCSO Charter and the Philippine laws in general.
4. The PCSO, through the CAD, shall:
- a. Provide technical assistance in the implementation of the program;
 - b. Monitor the utilization of the fund and effectiveness of the program, using the approved monitoring instrument;
5. This MOA shall be terminated upon prior notice of fifteen (15) days, on the following grounds:
- a. Non-compliance by the EFPH of its obligations under this MOA, the EFP Implementing Guidelines, and subsequent issuances of the PCSO;
 - b. Failure of the EFPH to submit its Liquidation Report within the prescribed period.

If upon termination, the EFPH has not yet fully utilized the grant, the remainder not yet utilized shall be returned to PCSO by EFPH.

Termination of the MOA under this provision shall render the EFPH not eligible as Partner Hospital under the EFP, for a period of two (2) years from the date of termination.


6. **DATA PRIVACY CLAUSE.** In compliance with the provisions of the Data Privacy Act of 2012* (RA 10173) and its Implementing Rules and Regulations (IRR), the Parties undertake to perform the following:
- a. Treat all personal data or information that they receive from each other as a consequence of this MOA, confidential at all times and shall use the same degree of care they use with their own Confidential Information to safeguard the security and integrity of the same, and prevent the unauthorized disclosure thereof;
 - b. The Parties, their personnel and staff, or any person engaged by them to handle the personal data or information that they shall receive from each other under this MOA, shall not disclose the same to any person, company or association for any other purpose but only for the purpose of fulfillment of this MOA. The Parties shall inform the other of any data leaks or breach that either of them shall encounter in their data processing system within three (3) working days from knowledge thereof;

- c. The Parties shall obtain prior written consent from the other within five (5) working days upon receipt of any request/s for data or information from the data subject to have access to his/her personal information or data; or any request for data or information in relation to a complaint or claim against either parties;
 - d. The Parties shall ensure full compliance with this provision and the provisions of RA 10173 and its IRR;
 - e. In the event of termination of this MOA, the parties shall ensure that all personal data or information they received by virtue of this MOA shall be deleted and disposed of properly in accordance with the requirements of RA-T-0173 and its -IRR. They shall likewise ensure that all data or information processed by its employees or agents shall likewise be deleted and disposed of properly.
7. All disputes, controversies or claims arising out of or relating to this MOA, or about its breach, termination or invalidity shall be settled through negotiation and/or mediation within sixty (60) days from the receipt of a notice by the other party from the party injured.
- All such conflicts which cannot be decided by negotiation and/or mediation shall be decided by arbitration pursuant to Book IV, Chapter IV of the Administrative Code, Executive Order 292.
8. This MOA shall take effect upon its signing by the parties and shall be effective within one (1) year from the date of the release of the grant to the EFPH, unless sooner terminated, revoked or cancelled by the parties_ Any amendments or revisions may be made upon agreement of the parties in writing.

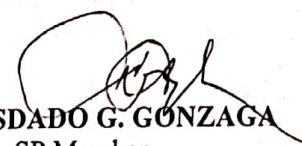
RESOLVED, FURTHER, to send a copy of this resolution to the Honorable Governor, PCSO, DCGNPH, and all other agencies concerned for information.

APPROVED: February 11, 2020.

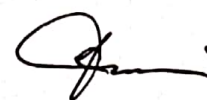
I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 9th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on February 11, 2020.


LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:


DIOSDADO G. GONZAGA
SP Member
Temporary Presiding Officer

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor