



REPUBLIC OF THE PHILIPPINES
 PROVINCE OF GUIMARAS
OFFICE OF THE 8TH SANGGUNIANG PANLALAWIGAN
 San Miguel, Jordan, Guimaras



EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 8TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, 2ND FLOOR, GTIC BUILDING ON MAY 21, 2019.

PRESENT:

Hon. John Edward G. Gando -	Vice Governor and Presiding Officer
Hon. Cyril C. Beltran -	SP Member and Majority Floor Leader
Hon David G. Gano -	SP Member and Deputy Majority Floor Leader
Hon. Diosdado G. Gonzaga -	SP Member
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. Gadinanan-	Ex-Officio Board Member (SK Federation President)
Hon. Marilou S. Delumpa -	Ex-Officio Board Member (Liga ng mga Barangay President)

OFFICIAL BUSINESS:

Hon. Ma. Sheila G. Gange - Ex-Officio Board Member (PCL Federation President)

ABSENT:

Hon. Cresente P. Chavez, Jr. - SP Member

RESOLUTION NO. 161

RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT THE MEMORANDUM OF AGREEMENT WITH THE NUEVA VALENCIA DISTRICT HOSPITAL AND DCGNPH FOR THE IMPLEMENTATION OF A PARTNERSHIP AND REFERRAL SYSTEM

WHEREAS, the Honorable Governor of the Province of Guimaras, in his letter dated May 20, 2019, requested for an authority to sign for and in behalf of the Provincial Government of Guimaras, the Memorandum of Agreement with Nueva Valencia District Hospital and DCGNPH for the implementation of partnership and referral system;

WHEREAS, the Chairperson, Committee on Health, manifested that there is a need of an agreement between the Nueva Valencia District Hospital and Dr. Catalino Gallego Nava Provincial Hospital (DCGNPH) in order to improve the delivery of quality health care to patients;

WHEREAS, the Dr. Catalino Gallego Nava Provincial Hospital agrees to provide services such as FBS, lipid profile and chest x-ray to the patients of the Nueva Valencia District Hospital who are members and beneficiaries of the NHTS, 4Ps and members of the PhilHealth Indigency Program based on the terms and conditions of the Memorandum of Agreement (MOA) as imposed by PhilHealth;



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ProvinceofGuimaras

CONTACT US:

WHEREAS, this Honorable Body interposes no objection to the above request, subject to the terms, conditions and stipulations set forth in the Memorandum of Agreement presented before it;

NOW, THEREFORE, on motion of Honorable Dan Elby C. Habaña, duly seconded by Honorable Cyril C. Beltran, Honorable David G. Gano, Honorable Diosdado G. Gonzaga, Honorable Josefina G. de la Cruz, Honorable Rex G. Fernandez, Honorable Aurelio G. Tionado, Honorable Karren Kaye A. Gadnanan and Honorable Marilou S. Delumpa;

THE 8TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into in Iloilo City, this ___ day of _____ of _____ by and between:

NUEVA VALENCIA DISTRICT HOSPITAL, a government Primary Care Facility with address at Sitio Ubog, Brgy. Lanipe, Nueva Valencia, Guimaras, represented herein by its Municipal Mayor, ENGR. RUBEN B. CORPUZ, now and hereinafter referred to as the Health Care Institution.

-and-

The DR. CATALINO GALLEG0 NAVA PROVINCIAL HOSPITAL (DCGNPH), a government owned laboratory and x-ray facility duly organized and existing under the law of the Philippines, with postal address at San Miguel, Jordan, Guimaras, hereinafter referred to as REFERRAL FACILITY, duly represented herein by Gov. HONORABLE SAMUEL T. GUMARIN, MD, MPH, of legal age, Filipino at Guimaras Provincial Capitol;

WITNESSETH

WHEREAS, there is a need to establish a partnership and referral system with other health service providers/facilities in order to improve the delivery of quality health care to 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 Health Care Institution does not have a complete facility to provide laboratory examination 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 Health Care Institution who are members and beneficiaries of National Household Targeting System (NHTS), 4Ps and PhilHealth Indigency Enrollees of the Province based on the terms and conditions of this Agreement;

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

1. Definition of Terms-

1.1 Services- The Referral Facility shall provide the following services:
Fasting Blood Sugar (FBS), Lipid Profile and Chest x-ray
and other Diagnostic Examination.

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 shall provide the services.

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 Chest x-ray) shall be in consonance with the hospital laboratory fees.
- b. The payment for referred diagnostic services shall be charged against the other payables PHIC, Refund of the Accredited Health Care Institution. It shall be the responsibility of the Health Care Institution concerned to enact the referral and payments system required therefore. These PCF entitled members and dependents shall not incur out of pocket expenses services.
- c. The Referral Facility shall bill the charges to the Health Care Institution on a monthly basis. The Health Care Facility 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.

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 PCF Health Care Institution under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.2 Limitation of Liability

- a. Either party's liability in contact, tort or otherwise (including negligence) arising directly out of or in connection with this agreement or the performance or observance of its obligation under this agreement and every applicable part of it shall be limited in aggregate to the Price of the 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 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 of 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 a winding-up petition or make a winding-up order in respect of the other Party.

Any termination of this agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or 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, agents or subcontractors 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 its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal life to it or which is in or 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 Notices- Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, registered mail, facsimile transmission or electronic mail to the address if 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 at any time for any period shall not be construed as waiver of such rights.
- b. If any part, term or provision of this agreement is held to be illegal or unenforceable, neither the validity nor enforceable of the remainder of this agreement shall be affected.

- c. Neither party shall assign or transfer all or 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 reason without the prior written agreement of both Parties.
- e. This agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and save as may be expressly referred to or referenced herein, supersedes all prior representations, 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 is the failure delay is caused by any circumstances beyond its reasonable control, including and not limited to acts of God, war, civil commotion or industrial dispute. If such delay or failure continues for at least 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:

Health Care Institution

1. Medical officer IV is the only authorized person to refer/request patients for laboratory services (FBS Lipid Profile) and chest x-ray.
2. Facilities payment of lab and x-ray services to the referral facility.
3. Should see to it that referred patients have identification card.
4. See to it payment made should be in consonance with the requested laboratory (FBS, lipid profile) and x-ray only.

Referral Facility:

1. Provide requested laboratories and x-ray
2. Bill the Health Care Institution
3. Ensure availability of lab and chest x-ray services at all times.
4. See to it that only the requested services are not available.

4. Manner of Payment

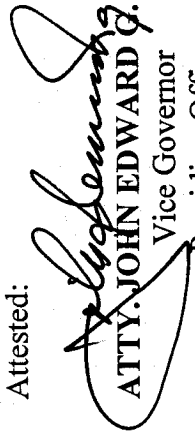
Payment shall be made to the second party thirty days (30) from demand. However, in case of delay, the First Party shall write a notice in writing to the second party explaining the delay.

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

APPROVED. May 21, 2019.


I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on May 21, 2019.

Attested:


ATTY. JOHN EDWARD Q. GANDO
Vice Governor
Presiding Officer


LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor