



EXCERPT FROM THE MINUTES OF THE CY 2022 – 39TH REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON SEPTEMBER 28, 2022 AT 10:30 O’CLOCK IN THE MORNING

PRESENT:

HON. ADRIAN S. CAMPOSAGRADO	-	SB Member & Temporary Presiding Officer
HON. REYNALDO E. TUMABOTABO	-	SB Member
HON. JULIUS T. LEDESMA	-	SB Member
HON. NORBERTO T. TURALBA	-	SB Member
HON. JERRY T. TUARES	-	SB Member
HON. JOEL L. SAYSON	-	SB Member
HON. ANA ROWENA A. PERERA	-	SB Member
HON. MARIBETH L. TUPINO	-	Liga President
HON. DYOSSA MARIE TERUÑEZ	-	SKMF President

OFFICIAL TRAVEL

HON. LUGEN T. ORTILANO	-	Vice Mayor
<i>(To facilitate & discuss with Iloilo Gov. Arthur Defensor Jr, re: several municipal projects & other important matters on Sept. 28, 2022; Iloilo City.)</i>		
HON. NERI T. CAMIÑA	-	SB Member
<i>(To attend the Iloilo First District Leaders' Dialogue on Solid Waste Management, Sept. 28, 2022, San Joaquin, Iloilo)</i>		

ABSENT: NONE

Resolution No. 2022-133

RESOLUTION GRANTING AUTHORITY TO ATTY. VIRGILIO T. TERUEL, MUNICIPAL MAYOR, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO SIGN AND ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE ILOILO PROVINCIAL GOVERNMENT (IPG) WHERE THE IPG AGREES TO PROVIDE X-RAY SERVICES (THROUGH REP. PEDRO G. TRONO MEMORIAL HOSPITAL) TO THE PATIENTS REFERRED BY THE LOCAL GOVERNMENT UNIT OF TIGBAUAN AS REQUIRED BY THE PHILHEALTH KONSULTA POLICY

WHEREAS, in a letter dated September 27, 2022, the Local Chief Executive requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Granting Authority To Atty. Virgilio T. Teruel, Municipal Mayor, For And In Behalf Of The Municipality Of Tigbauan To Sign And Enter Into A Memorandum Of Agreement(MOA) With The Iloilo Provincial Government Where The IPG Agrees To Provide X-ray Services (Through Rep. Pedro G. Trono Memorial Hospital) To The Patients Referred By The Local Government Unit Of Tigbauan As Required By The Philhealth Konsulta Policy”*;

WHEREAS, the said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

- **MUNICIPALITY OF TIGBAUAN**, a local government unit duly constituted under and by virtue of the laws of the Republic of the Philippines, with office address at Barangay 9 Poblacion, Tigbauan, Iloilo, herein represented by its Local Chief Executive, **HON. ATTY. VIRGILIO T. TERUEL** and hereinafter referred to as the **“FIRST PARTY”**, and
- **THE ILOILO PROVINCIAL GOVERNMENT (IPG)**, a local government unit duly constituted under and by virtue of the laws of the Republic of the Philippines, with office address at the Iloilo Provincial Capitol, Bonifacio Drive, Iloilo City, herein represented by **GOV. ARTHUR R. DEFENSOR, JR.** and hereinafter referred to as the **“SECOND PARTY”**

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 Philippine Health Insurance Corporation (PhilHealth) issued Circular No. 2020-022 with the subject: "Implementing Guidelines for the Philhealth Konsultasyong Sulit at Tama (Philhealth Konsulta) Package which expands the primary care benefit to cover all Filipinos in consonance with the principles of the Universal Health Care Law or Republic Act 11223;

WHEREAS, Philhealth Konsulta covers individual-based and outpatient health services such as initial and follow-up primary care consultations, health screening and assessment and access to selected diagnostic services, and medicines;

WHEREAS, the First Party does not have a facility or has inadequate resources to provide X-ray services to its patients, and desires to provide outpatient services required by the Philhealth Konsulta policy through referral and service delivery support by the Second Party;

WHEREAS, the Second Party owns and operates **REP. PEDRO G. TRONO MEMORIAL HOSPITAL (RPGTMH)**, a level 1 district hospital with DOH-licensed X-ray services,

WHEREAS, the Second Party agrees to provide services to the patients referred by the First Party to REP. PEDRO MEMORIAL HOSPITAL (RPGTMH) in accordance with the terms and conditions of this Agreement, to wit:

Section 1. OBJECTIVES

- a. *Establish and formalize a referral partnership system and service delivery support for the implementation of and compliance of primary health care provider or Philhealth Konsulta facility with the policy on Philhealth Konsulta Package;*
- b. *Share and enhance each other's knowledge, skills, resources, and network on the provisions of expanded primary care benefit; and*
- c. *Serve, refer or receive patients managed under the referral system according to the accepted guidelines and standards.*

Section 2. RESPONSIBILITIES/OBLIGATIONS OF THE PARTIES

- a. **The FIRST PARTY shall have the following responsibilities:**
 - i. *Ensure its continued accreditation as Philhealth Konsulta Facility;*
 - ii. *Receive and serve patients in accordance with the requirements of Philhealth Konsulta Policy;*
 - iii. *Refer patients to the SECOND PARTY for X-ray services required by Philhealth Konsulta Policy that cannot be provided by or are not available in the health facility of the FIRST PARTY;*
 - iv. *Comply with the agreed referral guidelines, including but not limited to, documentation, use of referral slips, reporting, billing and attendance to meetings;*
 - v. *Comply at all times with the professional ethics, protocols, and Department of Health (DOH) quality standards in the performance of duties and delivery of health services and all other relevant laws, policies, rules and regulations;*
 - vi. *Allocate funds and pay the referral hospital for the services availed by the referred patients;*
 - vii. *Issue guarantee letter covering the financial assistance granted to the patient-beneficiary; and*
 - viii. *Process payment and pay the hospital the costs of services on a monthly basis, provided that all supporting documents for the claim are submitted by the hospital.*
- b. **The SECOND PARTY shall have the following responsibilities:**
 - i. *Receive, administer and provide the necessary services to patients referred by the FIRST PARTY to RPGTMH*
 - ii. *Comply with the agreed referral guidelines/procedures including but not limited to, documentation, use of referral slips, reporting, billing, and attendance to meeting/s;*
 - iii. *Comply at all times with the professional ethics, protocols, and Department of Health (DOH) quality standards in the performance of duties and delivery of health services and all other relevant laws, policies, rules and regulations;*

- iv. Issue monthly billing statement to the Rural Health Unit indicating the list of patients, description of services provided and the corresponding cost of services; and
- v. Ensure submission of all necessary supporting documents for the claim.

This agreement does not, in any way, create partnership, agency or an employer-employee relationship between the parties.

Section 3. CONFIDENTIALITY CLAUSE

The parties hereby agree that any and all patient data gathered and processed in relation to the implementation of this Memorandum of Agreement shall be strictly held confidential in accordance with the provision of the Data Privacy Act of 2012 (R.A. 10173).

Section 4. ALTERNATIVE DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this agreement shall be resolved by arbitration in accordance with applicable rules on alternative dispute resolution. The venue of the arbitration shall be exclusively in Iloilo City, Philippines.

Section 4. EFFECTIVITY

This Agreement shall take effect upon signing by the representatives of the parties hereto and shall be in force until terminated or unless revoked by either party provided that, the party terminating this agreement shall notify the other party at least thirty (30) days prior to the date of termination.

NOW, THEREFORE, on motion of HON. ANA ROWENA PERERA, Chairperson, Committee on Health & Sanitation and duly seconded by Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares, Hon. Joel L. Sayson, Hon. Maribeth L. Tupino and Hon. Dyossa Marie T. Teruñez;

BE IT RESOLVED, AS IT IS HEREBY RESOLVED, by the Sangguniang Bayan to Grant Authority to Atty. Virgilio T. Teruel, Municipal Mayor, for and in behalf of the Municipality of Tigbauan to sign and enter into a Memorandum of Agreement (MOA) with the Iloilo Provincial Government (IPG) where the IPG agrees to provide X-ray services (through Rep. Pedro G. Trono Memorial Hospital) to the patients referred by the Local Government Unit of Tigbauan as required by the Philhealth Konsulta Policy;

RESOLVED FURTHER, to furnish copies of this Resolution to the Office of the Municipal Mayor, Atty. Virgilio T. Teruel, to the Municipal Health Office, Tigbauan, Iloilo and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:


MARLENE TAYO-NAVA
 S.B. Secretary

ATTESTED:


ADRIAN S. CAMPOSAGRADO
 SB Member & Temporary Presiding Officer

HON. LUGEN T. ORTILANO
 Municipal Vice Mayor
 Sangguniang Bayan Members:

HON. JULIUS T. LEDESMA, O.D.
 HON. NORBETO T. TURALBA
 HON. JERRY T. TUARES, C.E.

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.
 HON. MARIBETH LEDESMA-TUPINO, LNB President
 HON. DYOSSA MARIE TERUÑEZ, SKMF President

HON. ADRIAN S. CAMPOSAGRADO
 HON. NERI T. CAMIÑA
 HON. REYNALDO E. TUMABOTABO
 HON. JOEL L. SAYSON