



Republic of the Philippines
QUEZON CITY COUNCIL

Quezon City
19th City Council

PR19CC-881

62nd Regular Session

RESOLUTION NO. SP- **6409**, S-2015

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO BY THE QUEZON CITY GOVERNMENT, THROUGH MAYOR HERBERT M. BAUTISTA, AND THE NATIONAL CHILDREN'S HOSPITAL, REPRESENTED BY DR. EPIFANIA S. SIMBUL, FOR THE OPERATION OF THE COMMUNITY IMMERSION PROGRAM OF THE PEDIATRIC RESIDENTS OF THE LATTER PARTY WITHIN THE COMMUNITY OF VETERANS HEALTH CENTER.

Introduced by Councilors JESUS MANUEL C. SUNTAY, EUFEMIO C. LAGUMBAY and GODOFREDO T. LIBAN II.

Co-Introduced by Councilors Anthony Peter D. Crisologo, Ricardo T. Belmonte, Jr., Dorothy A. Delarmente, Lena Marie P. Juico, Victor V. Ferrer, Jr., Alexis R. Herrera, Precious Hipolito Castelo, Voltaire Godofredo L. Liban III, Roderick M. Paulate, Ranulfo Z. Ludovica, Ramon P. Medalla, Estrella C. Valmocina, Allan Benedict S. Reyes, Gian Carlo G. Sotto, Franz S. Pumaren, Jose Mario Don S. De Leon, Jaime F. Borres, Marvin C. Rillo, Vincent DG. Belmonte, Raquel S. Malañgen, Jessica Castelo Daza, Bayani V. Hipol, Jose A. Visaya, Julianne Alyson Rae V. Medalla, Andres Jose G. Yllana, Jr., Karl Edgar C. Castelo, Candy A. Medina, Marivic Co-Pilar, Rogelio "Roger" P. Juan, Melencio "Bobby" T. Castelo, Jr., Donato C. Matias and Ricardo B. Corpuz.

WHEREAS, the 1987 Constitution mandates the State to protect and promote the right to health of the people and to instill health consciousness among them;

WHEREAS, Republic Act No. 7160, otherwise known as the Local Government Code of 1991, directs the local government units to ensure and support the promotion of health and safety of their constituents;

WHEREAS, National Children's Hospital, a national government hospital represented by Dr. Epifania S. Simbul, is a recognized teaching and training hospital in Pediatrics;

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WHEREAS, the National Children's Hospital, in compliance with the hospital accreditation board leveling requirements of the Philippine Pediatric Society for Community involvement, seeks to establish a community-based partnership with the Quezon City Government that will provide accessible, coordinated, comprehensive, compassionate, and quality health care services within the community of Veterans Health Center;



WHEREAS, the Quezon City Government, through Mayor Herbert M. Bautista, recognizes the importance and benefits of the program of the National Children's Hospital to the residents of the city, and is keen to enter into contract with the said party;

WHEREAS, among the salient provisions of the Memorandum of Agreement are the following:

The Resident Trainees from the National Children's Hospital shall:

- Conduct and make an accurate community diagnosis through a thorough study of its health and other health related needs,*
- Render preventive health care services through the conduct of regular, scheduled physical examination and assessment of present medical condition of the children in the community,*
- Triage and link special and emergency cases to the National Children's Hospital, and*
- Promote health education by conducting mother's classes and other lectures that will provide valuable health-related information;*

The Quezon City Government, through its Medical Officer, shall:

- Support the resident trainees in the implementation of health programs with the help of the assigned community health workers and medical staff,*
 - Assist the resident trainees through the midwives and community health workers of the local health center in the conduct of lectures for teachers, parents, and children,*
 - Provide assistance and cooperation in approved medical programs and activities that may be undertaken for the community upon the availability of resources, and*
 - Allow access to patients' medical records only for data completion purposes and community diagnosis as required by the Philippine Pediatric Society for the community report, provided a formal request to the Medical Officer of the health center is made;*
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WHEREAS, the contracting parties are willing to acknowledge their joint responsibility and undertaking under the Memorandum of Agreement and find that the provisions thereof are fair and reasonable;


WHEREAS, pursuant to Section 455 (b) (1) (vi) of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, the City Mayor shall represent the City in all its business transactions and sign on its behalf all bonds, contracts and obligations, and such other documents upon the authority of the Sangguniang Panlungsod, or pursuant to law or ordinance.

NOW, THEREFORE,

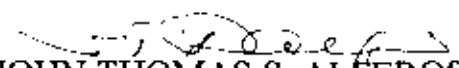
BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify, the Memorandum of Agreement entered into by the Quezon City Government, through Mayor Herbert M. Bautista, and the National Children's Hospital, represented by Dr. Epifania S. Simbul, for the operation of the community immersion program of the pediatric residents of the latter party within the community of Veterans Health Center.

RESOLVED, FURTHER, that the Memorandum of Agreement (MOA), entered into by the Quezon City Government and National Children's Hospital be made an integral part hereof.

ADOPTED: June 1, 2015.

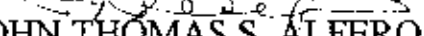

MA. JOSEFINA G. BELMONTE
Vice Mayor
Presiding Officer

ATTESTED:


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on June 1, 2015 and was CONFIRMED on June 8, 2015.


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III



MEMORANDUM OF AGREEMENT

This agreement made and executed this 11th of June 2014 in Quezon City, Metro Manila, by and between:

NATIONAL CHILDREN'S HOSPITAL, a recognized teaching and training hospital in Pediatrics represented by **EPIFANIA S. SIMBUL, MD, FPPS, CEO VI**, Medical Center Chief II with business address at 264 E. Rodriguez Sr. Avenue, Quezon City, hereinafter referred to as the **PARTY OF THE FIRST PART**.

—and—

The **QUEZON CITY GOVERNMENT** represented in this act by **HON. HERBERT CONSTANTINE M. BAUTISTA**, with principal address at Quezon City Hall, Diliman, Quezon City, and hereinafter referred to as **PARTY OF THE SECOND PART**.

WITNESSETH THAT:

Whereas, the Party of the First Part in compliance with the hospital accreditation board levelling requirements of the Philippine Pediatric Society for Community involvement seeks to establish a community based partnership with the party of the Second Part to provide high quality health care services that are affordable, accessible, continuous, coordinated, comprehensive, compassionate and culturally effective.

ARTICLE 1—TERMS OF AGREEMENT

Now, therefore, for and in consideration of the foregoing premises, the parties, hereto, seek to provide a suitable mechanism by which assignment, training and rotation of the Pediatric Resident trainees from the Party of the First Part to the Party of the Second Part and be rationally effected.

Section 1. The Resident Trainees from the Party of the First Part shall:

- a. Conduct and make an accurate community diagnosis through a thorough study of its health and other health related needs.

[Signature]
EPIFANIA S. SIMBUL, MD, FPPS, CEO VI
Medical Center Chief II

[Signature]
HERBERT M BAUTISTA MPA MNSA
Quezon City Mayor

[Signature]
RICHARD A. SALMORAN
Biology Chairman

- b. Render preventive health care services through conduct of regular, scheduled physical examination and assessment of present medical condition of the children in the community under the supervision of the Medical Officer of Veterans Health Center.
- c. Triage and link special and emergency cases to the National Children's Hospital.
- d. Implement approved measurable health programs in coordination with the local health workers and medical staff to address the identified problems in their community diagnosis.
- e. Promote health education by conducting mothers' classes and other lectures that will provide information

Section 2. The Party of the Second Part through the Barangay Captain and his team shall ensure safety and transport of the assigned Pediatric resident trainees during the conduct of their community work.

Section 3. The Party of the Second Part through the Medical Officer shall:

- a. Support in the implementation of corresponding health programs with the help of the assigned community health workers and medical staff.
- b. Assist the resident trainees through the midwives and community health workers of the local health center in the conduct of lectures for teachers, parents, and children.
- c. Participate in preparatory meetings, dialogues, and other activities with the representative of the Party of the first part.
- d. Provide assistance upon the availability of resources and cooperation in approved medical programs and activities that may be undertaken for the community.
- e. Allow access to patients' medical records only for data completion purposes and community diagnosis as required by the Philippine Pediatric Society for the community report. Such access shall only be provided upon formal request to the Medical Officer of the health center.

Section 4. The assignment of the Pediatric resident trainees in the area of the Second Party shall be deferred when the exigency of the service in the First Party warrants it, i.e. National Children's Hospital (NCH) bed occupancy is 100% or any other important events in the hospital that will necessitate such suspension, in times of national disasters or typhoon signals suspending work in government hospitals. Prior notice shall be given accordingly to the party of the Second Part.

Section 5. That the Second party through the Quezon City Health Department may cancel or discontinue the rotation of the Pediatric Resident due to non-observance/compliance to the policies and Standard Operating Procedures for Pediatric Resident.

Section 6. That in case of any damages or loss which may be caused by or attributed to the negligence of the Pediatric Resident during the course of the rotation shall be for the exclusive account of the said Pediatric Resident.

Section 7. There is no employer-employee relationship.

Section 8. Whereas, both parties warrant that there is no funds for this purpose.

ARTICLE II. EFFECTIVITY, DURATION OF AGREEMENT


Section 1. This Agreement shall take effect upon approval of both parties and will be binding for a period of one (1) year and renewable thereafter.

ARTICLE III. AMENDMENT AND TERMINATION

Section. This Agreement may be revoked, amended, and terminated as the need arises with the consent of both parties upon thirty (30) days' notice in writing.

IN WITNESS thereof, the parties have hereunto set their hands at the City of Manila, Philippines, this 1st day of July, 2014.


EPIFANIA S. SIMBUL, MD, FPPS, CEO VI
Medical Center Chief II


J. R. P. A. S. M. M. A. C. T. A.
Barangay Chairperson

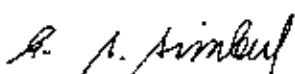

HERBERT M. BAUTISTA MPA MNSA
Quezon City Mayor

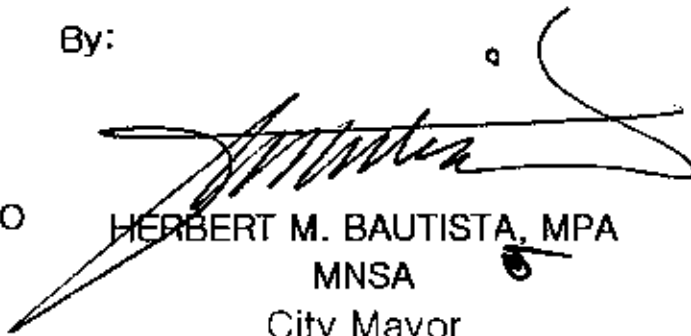
PARTY OF THE FIRST PART

PARTY OF THE SECOND PART


By:


By:

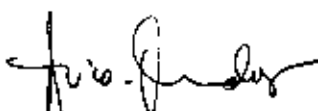

EPIFANIA S. SIMBUL, MD, FPPS, CEO
VI
Medical Center Chief II
National Children's Hospital


HERBERT M. BAUTISTA, MPA
MNSA
City Mayor
Quezon City

Signed in the presence of:


FELICITO A. VALMOCINA
Barangay Captain
Barangay Holy Spirit,
Quezon City


VERDADES P. LINGA
City Health Officer II
Quezon City Health Department


AGNES R. MENDOZA, MD, FPPS, FPAPP
Chairman
Department of Pediatrics
National Children's Hospital

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY, METRO MANILA) S. S.

BEFORE ME, a notary Public, for and in 07 OCT 2014 on
this _____ day of _____ 2014, personally
appeared:

Name	Community Tax Certificate No.	Place/Date
HON. HERBERT M. BAUTISTA	Passport No. EB0309477	DFA, Manila / June 2, 2010 - 6/1/15
EPIFANIA S. SIMBUL		

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me the same is their own free and voluntary act and deed as well as the voluntary act and deed of the corporation they respectively represent.

The foregoing instrument consists of five (5) pages including the page on which the acknowledgement is written, signed at the left hand margin on each and every page thereof by the parties and their instrumental witnesses.

WITNESS MY HAND SEAL on the day and place herein above mentioned.

Doc. No. 284
Page. No. 57
Book No. I
Series of 2014.

ATTY. LUCY KRISTINE BANTA
Notary Public
Commission Expires 12/31/2014
FID No. 1143912 Lic. 1214 G.L.
ID No. 001011-11214-00
Affidavit No. 11602
Notary Seal Commission Expires 12/31/2014
Notary Seal Commission Expires 12/31/2014

EPIFANIA S. SIMBUL, MD, FPPS, CEO VI
Medical Center Chief II

HERBERT M. BAUTISTA, MPA, MNSA
Quezon City Mayor

HERBERT M. BAUTISTA, MPA, MNSA
Quezon City Mayor