



Republic of the Philippines
SANGGUNIANG PANLUNGSOD
City Government of Pasig

Resolution No. 40 -11
Series of 2022

A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR, VICTOR MA. REGIS N. SOTTO, TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING WITH THE PHYSICIANS FOR PEACE PHILIPPINES, INC., TO PARTICIPATE IN THE RESEARCH/STUDY PROJECT FOR THE PROVISION OF ASSISTIVE DEVICES TO PERSONS WITH DISABILITY NEEDING ABOVE-KNEE AND BELOW-ELBOW PROTHESES, AND FOR OTHER PURPOSES.

Author: Councilor Roderick Mario U. Gonzales

WHEREAS, the Pasig City Government is mandated by Sections 16 and 17 of Republic Act 7160, otherwise known as the Local Government Code, to exercise all powers as may be necessary, appropriate, or incidental for its efficient and effective governance, and which are essential to the promotion of the general welfare, including the provision of social welfare and development programs for persons with disabilities (PWDs);

WHEREAS, the Physicians for Peace Philippines, Inc. (PFPP), a non-stock, non-profit organization dedicated to addressing unmet medical needs and scarce resources through medical education and training, clinical case, and medical supplies donation, is conducting a study funded by the Department of Science and Technology-Philippine Council for Health Research and Development entitled, "Mobile Biomedical Device Unit to Enhance Access to Upper and Lower Extremity Devices" ("Study") to provide quality, durable, and comfortable low-cost devices through operational mobile workshops that can produce prosthesis and orthosis;

WHEREAS, said Study has a project implementation period of 01 June 2022 to 31 May 2023 and can benefit Pasigueños who have orthopedic disabilities and are in need of above-knee and below-elbow prostheses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PASIG CITY, IN REGULAR SESSION DULY ASSEMBLED, to authorize the City Government of Pasig to enter into and sign a Memorandum of Understanding with the Physicians for Peace Philippines, Inc. to participate in the research/study project for the provision of assistive devices to persons with disability needing above-knee and below-elbow prostheses;

RESOLVED, FURTHER, that the Secretary of the Sanggunian Panlungsod furnish all concerned agencies/offices copies of this Resolution, as duly adopted/approved by the Sanggunian Panlungsod.

APPROVED, this 1st day of **September 2022** at Pasig City.



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City Government of Pasig

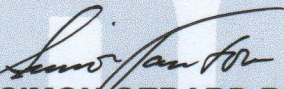
Resolution No. 40 -11
Series of 2022

-Page 2-

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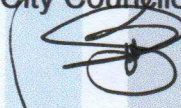

HON. RAYMUND FRANCIS S. RUSTIA
City Councilor


HON. CORAZON M. RAYMUNDO
City Councilor

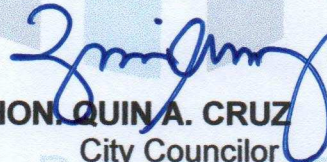

HON. SIMON GERARD R. TANTOCO
City Councilor

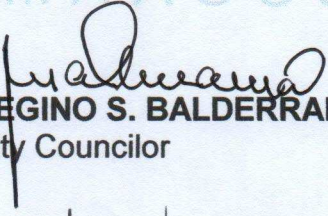

HON. SYVEL ASILO-GUPILAN
City Councilor



HON. PAUL ROMAN C. SANTIAGO
City Councilor


HON. NOEL L. AGUSTIN
City Councilor

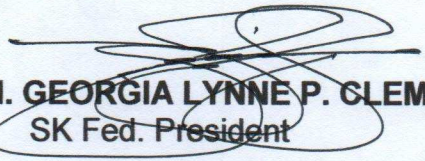

HON. RODERICK MARIO U. GONZALES
City Councilor


HON. QUINA A. CRUZ
City Councilor


HON. REGINO S. BALDERRAMA
City Councilor


HON. MARION ROSALIO M. MARTIRES
City Councilor


HON. RIGOR J. ENRIQUEZ
LIGA President


HON. GEORGIA LYNNE P. CLEMENTE
SK Fed. President


HON. MARIA LUISA M. DE LEON
City Councilor
Minority Floor Leader



Republic of the Philippines
SANGGUNIANG PANLUNGSOD
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Resolution No. 40 -11
Series of 2022

-Page 3-

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Attested by:

HON. ROBERT VINCENT JUDE B. JAWORSKI, JR.
City Vice-Mayor
Presiding Officer

APPROVED:

HON. VICTOR MA. REGIS N. SOTTO
City Mayor

Attested by:

LOIDA U. VILLANUEVA
Acting City Council Secretary

PASIG

UMAAGOS ANG PAG-ASA

www.pasigcity.gov.ph



Submitted by the:

COMMITTEE ON HEALTH & COMMITTEE ON NON-GOVERNMENT ORGANIZATION

Re : Resolution No. 36, Series of 2022

Committee Chairperson : Coun. Roderick Mario U. Gonzales/Coun. Quin A. Cruz

The committee hearing was conducted on August 30, 2022 at the Gallery Session Hall, 7/F Pasig Cityhall, to discuss the pertinent provisions of the Memorandum of Understanding to be entered into by Hon. Mayor Victor Ma. Regis N. Sotto by virtue of Resolution No. 36, Series of 2022 entitled: "A Resolution Authorizing the Honorable City Mayor, Victor Ma. Regis N. Sotto, to enter into and sign a Memorandum of Understanding with the Physicians for Peace Philippines, Inc., for the Provision of Assistive Devices to Persons with Disability Needing Above-Knee and Below-Elbow Prostheses, and for Other Purposes".

Present in the said Committee Hearing are the following Councilors, Coun. Roderick Mario U. Gonzales, Coun. Quin A. Cruz, Coun. Raymund Francis Rustia, Coun. Simon Gerard Tantoco, Coun. Paul Roman C. Santiago, Coun. Mark Gil delos Santos, Maria Luisa M. De Leon, Coun. Corazon M. Raymundo, Coun. Syvel A. Gupilan, Coun. Noel L. Agustin, Coun. Marion Rosalio M. Martires and Hon. Rigor J. Enriquez.

The resource persons present in the said hearing are: Atty. Bernice Mendoza's authorized representative, Mr. Dave Basaca from the City Health Office, Mr. Rey Espina of PDAO and Mr. Eldin Sabuco from AKKAPP.

During the above-mentioned Committee Hearing the following were discussed:

1. The presiding officer called Mr. Dave Basaca to give the Councilors an overview of the project subject of the Resolution. Mr. Basaca narrated the obligations of Physicians for Peace Philippines Inc. which includes, among others, free supply of above-knee and below-elbow, follow-up assessment of prostheses recipients and training of LGU-employed CHO personnel who may be assigned to conduct monitoring, follow-up assessment and therapy of recipients;
2. The Memorandum of Understanding will involve research/study project to be conducted by Physicians for Peace Philippines Inc. with the University of the East



Ramon Magsaysay Memorial Medical Center, funded by the Department of Science and Technology-Philippine Council for Health Research and Development;

3. Coun. Quin Cruz, Coun. Volta delos Santos and Coun. Corie Raymundo clarified some of the provisions of the MOU such as the duration of the study, the frequency of the delivery of prostheses and other matters that will transpire during the study period, which according to the MOU will last until December 31, 2023;
4. Mr. Rey Espina and Mr. Eldin Sabuco expressed their gratitude to this study project because it will help PWDs of Pasig meet their needs, especially that prostheses are very costly, approximately around 100,000.00 to 150,000.00;
5. Councilors present in the hearing requested the representative of Atty. Bernice Mendoza to revisit the proposed Memorandum of Understanding and clarify certain provision just to avoid any misunderstanding during the duration of the study, specifically the provision mentioned in No. 1 of Miscellaneous Provisions which states that amendments, modifications, revisions or supplements to the Original MOU will require another Sangunian-approved Resolution to be effective. The Councilors proposed that Resolution No. 36-2022 should embody provisions that will affect future amendments, modifications, revisions or supplement to this MOU;
6. Coun. Corie Raymundo manifested that the title of the Resolution does not reflect the true intention of the Memorandum of Understanding and therefore an amendment of the Title be done as follows: "A Resolution Authorizing the Honorable City Mayor, Victor Ma. Regis N. Sotto, to Enter Into and Sign a Memorandum of Understanding with the Physicians for Peace Philippines Inc. to Participate in the Research/Study Project for the Provision of Assistive Devices to Persons with Disability Needing Above-Knee and Below-Elbow Prostheses, and For Other Purposes".

COMMITTEE RECOMMENDATION(S):

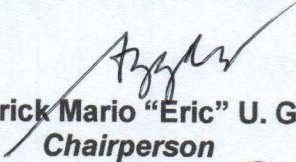
It has been the recommendation of the Committee on Health, Nutrition and Sanitation as well as the Committee on Non-Government Organization that Resolution No. 36-2022 be adopted with amendment of the Resolution's Title and for the Memorandum of Understanding be more clear.

The Committee also recommends that this Resolution be included in the Agenda for September 1, 2022 Regular Sangunian Session.



Pasig City, August 30, 2022


COMMITTEE ON HEALTH, SANITATION AND NUTRITION

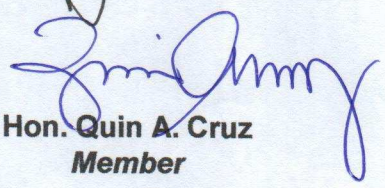

Hon. Roderick Mario "Eric" U. Gonzales
Chairperson


Hon. Syvel A. Guphan
Vice Chairperson


Hon. Marion Rosalio M. Martires
Vice Chairperson

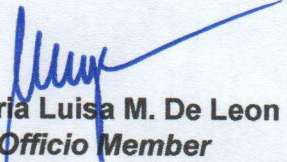

Hon. Paul Roman C. Santiago
Member


Hon. Raymund Francis Rustia
Member


Hon. Quin A. Cruz
Member


Hon. Simon Gerard R. Tantoco
Member

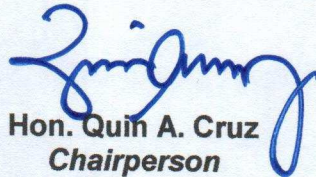

Hon. Corazon M. Raymundo
Ex-Officio Member

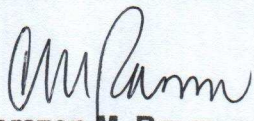

Hon. Maria Luisa M. De Leon
Ex-Officio Member


Hon. Mark Gil delos Santos
Ex-Officio Member



COMMITTEE ON NON-GOVERNMENT ORGANIZATIONS

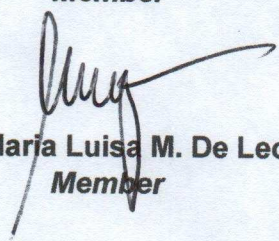

Hon. Quin A. Cruz
Chairperson


Hon. Corazon M. Raymundo
Vice Chairperson


Hon. Paul Roman C. Santiago
Member

Hon. Simon Gerard R. Tantoco
Member


Hon. Marion Rosalio M. Martires
Member


Hon. Maria Luisa M. De Leon
Member


Hon. Mark Gil M. Delos Santos
Member

Hon. Georgia Lynne P. Clemente
Member

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding ("Agreement") is entered into this ____ day of ____ August 2022 in Pasig City, Metro Manila, Philippines, by and between:

The **CITY GOVERNMENT OF PASIG**, a local government unit with principal address at Pasig City Hall, Caruncho Avenue, Barangay San Nicolas, Pasig City, Philippines, represented herein by the City Mayor, **HON. VICTOR MA. REGIS N. SOTTO**, hereinafter referred to as the "**PASIG LGU**,"

-and-

PHYSICIANS FOR PEACE PHILIPPINES, INC., a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Silahis Arts and Crafts, Intramuros, Manila City, Philippines, represented herein by its Chairman, **DR. TEODORO J. HERBOSA**, hereinafter referred to as the "**PFPP**."

WITNESSETH: That

WHEREAS, the Pasig LGU, being a local government unit, is mandated by R.A. No. 7160 to ensure the delivery of basic services to its constituents and had committed to devise and implement programs and projects to support persons with disabilities;

WHEREAS, the PFPP, in order to accomplish its mission enhancing access to assistive devices and rehabilitation for persons with disabilities, is providing the PASIG LGU with assistive devices and technical support in the implementation of two research projects funded by the Department of Science and Technology - Philippine Council for Health Research and Development;

WHEREAS, to efficiently implement services for persons with disabilities, the PASIG LGU and PFPP have agreed to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein set forth, the Parties agree as follows:

I. OBLIGATIONS OF THE PFPP:

The PFPP shall perform the following:

1. Conduct eligibility assessment and evaluation of persons with disability needing above-knee or below-elbow prostheses;
2. Provide above-knee-prosthesis or below-elbow-prosthesis to eligible and consenting recipients through the mobile assistive device workshop or through University of the East Ramon Magsaysay Memorial Medical Center (UERMMMMC);

3. Ensure the confidentiality/data privacy of any medical record of the participants that come to PFPP's possession;
4. Conduct follow-up assessment of recipients of prostheses and provide medical advice/attention to any concerns arising from the use of such prostheses; and
5. Train LGU-employed physiatrists and other CHD personnel who may be assigned to conduct continuous monitoring and follow-up assessment and therapy of prostheses users at the community level.

II. OBLIGATIONS OF THE PASIG LGU:

The PASIG LGU, through the City Health Department (CHD), shall perform the following:

1. Facilitate the referral of persons with disabilities who may need above-the-knee prosthesis or below-the-elbow prosthesis, upon consultation with the Pasig City Persons with Disability Affairs Office, Pasig City General Hospital, Pasig City Children's Hospital, and/or various Rural Health Units;
2. Provide security, traffic, and parking assistance for the PFPP mobile van during assessment of patients, prostheses fabrication, training in use, and post-provision follow-ups;
3. Provide transportation assistance to persons with disabilities who will receive prostheses, and if needed, pre- & post-prostheses training at the UERMMMC located at Aurora Boulevard, Quezon City;
4. Provide consultations with a physiatrist to participating persons with disabilities and other necessary services including pre- and post-prosthetic therapy for those assigned in the PFPP mobile van; and
5. Ensure the participation of persons with disabilities provided with either above-the-knee or below-the-elbow prostheses during scheduled follow-ups at 1 month, 3 months & 6 months post-provision.

III. DISPUTE RESOLUTION

In case of conflict between the Parties arising from this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Existing policies on alternative dispute resolution shall be followed by the Parties.

Should the Parties fail to reach an amicable settlement of their dispute, the same shall be submitted to arbitration, in accordance with Republic Act No. 9285 or the ADR Law of 2004. However, should the dispute between the Parties reach the courts of law, the Parties agree that the competent courts of Pasig City shall have exclusive jurisdiction over the same.

IV. TERMINATION

Either party may terminate, cancel, and/or rescind this Agreement without the need for judicial action by giving written notice to the other party at least thirty (30) days prior to the intended date of termination, which notice shall be final and binding on both Parties.

V. EFFECTIVITY

This Agreement shall take effect upon approval of both Parties and will be binding until 31 December 2023, unless sooner revoked or modified in writing by either party after due notice. Any modification shall be embodied in a Supplemental Agreement.

VI. MISCELLANEOUS PROVISIONS

1. Subsequent amendments, modifications, revisions, or supplements to this Agreement shall be made upon mutual agreement of the Parties, which shall be attached and made an integral part of the original of this instrument.
2. The Pasig LGU shall be held free and harmless from whatever liability, damages, or financial burden that may arise from implementing this Agreement.
3. Any portion or provision of this Agreement declared as prohibited or unenforceable under Philippine laws shall be ineffective only to the extent of such prohibition or unenforceability, without affecting the validity or enforceability of the remaining provisions hereof.
4. The Parties shall keep confidential all data and information in respect of this Agreement and shall refrain from using it other than for the activities contemplated hereunder.
5. Neither party shall assign, transfer, charge, or otherwise deal in its rights or obligations under this Agreement without the other party's prior written consent.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding on the date and at the place first above written.

**CITY GOVERNMENT OF
PASIG**

By:

VICTOR MA. REGIS N. SOTTO
City Mayor

**PHYSICIANS FOR PEACE
PHILIPPINES, INC.**

By:

TEODORO J. HERBOSA, M.D
Chairman

Signed in the presence of:

ERNIE AL O. EDRALIN
Chief of Staff, Office of the City Mayor

JOSEPHINE BUNDOC, M.D
Program Director, PFPP

DR. JOSEPH PANALIGAN, M.D.
Head, City Health Department

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

FIRST ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Pasig City personally appeared on ____ August 2022, the following person, presenting to me a competent evidence of his identity, as indicated below:

Name	Government Issued ID No.	Issued at / on
VICTOR MA. REGIS N. SOTTO		

known to me and to me known to be the same person who executed the foregoing **Memorandum of Understanding** and who acknowledged before me that it is his free and voluntary act and deed and that of the entity he represents.

WITNESS MY HAND AND SEAL, on the date and at the place first above-written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2022.

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

SECOND ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Manila City personally appeared on _____, the following person, presenting to me a competent evidence of his identity, as indicated below:

Name	Government Issued ID No.	Issued at /on
TEODORO J. HERBOSA		

known to me and to me known to be the same person who executed the foregoing **Memorandum of Understanding** and acknowledged before me that it is his free and voluntary act and deed and that of the entity he represents.

WITNESS MY HAND AND SEAL, on the date and at the place first above-written.

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Page No. _____;
Book No. _____;
Series of 2022.