



Republic of the Philippines
PROVINCE OF LEYTE
City of Baybay
-0000000-

OFFICE OF THE SANGGUNIANG PANLUNGSOD

Excerpt from the

Minutes of the 25th Regular Session of the Sangguniang Panlungsod, this city, held on July 9, 2018.

RESOLUTION NO. 210, s. 2018

A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR, CARMEN L. CARI TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) ON BEHALF OF THE BAYBAY CITY MEDICAL DIAGNOSTIC AND DIALYSIS CENTER (BCMDDC) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE 8 (DSWD FO 8), HEREIN REPRESENTED BY REGIONAL DIRECTOR, RESTITUTO B. MACUTO, AS SERVICE PROVIDER FOR FINANCIAL ASSISTANCE TO THE ELIGIBLE BENEFICIARIES, AS PART OF DSWD'S ASSISTANCE TO INDIVIDUALS/FAMILIES IN CRISIS SITUATION (AICS).


On motion of Honorable Ernesto M. Butawan, SP Member, duly seconded by Honorable Filemon F. Avila, SP Member, be it;

RESOLVED, as it hereby does RESOLVE, to authorize the Honorable City Mayor, Carmen L. Cari to enter into a Memorandum of Agreement (MOA) on behalf of the Baybay City Medical Diagnostic and Dialysis Center (BCMDDC) with the Department of Social Welfare and Development Field Office 8 (DSWD FO 8), herein represented by Regional Director, Restituto B. Macuto, as Service Provider for financial assistance to the eligible beneficiaries, as part of DSWD'S Assistance to Individuals/Families in Crisis Situation (AICS).

RESOLVED FURTHER, to let certified copies of this resolution be furnished to the office of the City Mayor, Honorable Carmen L. Cari, Baybay City Medical and Diagnostic and Dialysis Center (BCMDDC), the Regional Director, Restituto B. Macuto and other entities/offices/agencies concerned for their information and guidance.

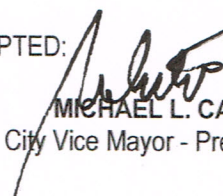
CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution that was duly adopted during the regular session of the Sangguniang Panlungsod held on July 9, 2018.



VERULINA A. BERNANDEZ

Records Officer
OIC – Secretary to the Sanggunian

CERTIFIED CORRECT & DULY ADOPTED:


MICHAEL L. CARI
City Vice Mayor - Presiding Officer

APPROVED BY HER HONOR:


CARMEN L. CARI
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into this 2nd day of July 2018 in Tacloban City by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – FIELD OFFICE VIII** with office address at Magsaysay Boulevard, Tacloban City represented herein by its Regional Director **RESTITUTO B. MACUTO** here in after referred to as “**DSWD**”
-and-

The **BAYBAY CITY MEDICAL DIAGNOSTIC AND DIALYSIS CENTER** a corporation/ organization duly recognized and existing under and by virtue of the laws of the Philippines with principal office address at **R. Magsaysay Avenue Baybay City, Leyte** represented herein by its **City Mayor, Hon. Carmen L. Cari, by virtue of SP Resolution No. Series of 2018 -** herein referred to as “**Service Provider**”

WITNESSETH

WHEREAS, In an effort to strengthen the social services component of the Department of Social Welfare and Development – Crisis Intervention Unit by providing **medical/burial/educational/ transportation assistance** to do serving indigent members of society, the **DSWD** has signified its willingness to pay for the expenses incurred by the qualified beneficiaries;

WHEREAS, the **DSWD** recognizes and appreciates the effort and participation of partners/intermediaries in efficiently delivering services to respond to the needs of the poor, disadvantaged and vulnerable population;

WHEREAS, the **DSWD** through its Crisis Intervention Unit (CIUs) provides financial assistance to the eligible beneficiaries as part of **DSWD's** Assistance to Individuals/Families in Crisis Situation (AICS);

WHEREAS, the release of the recommended assistance is usually through cash outright or check payable directly to the clients as facilitated by the CIU;

WHEREAS, through Memorandum Circular No. 02 and No. 15 Series of 2014. The Department initiated an efficient delivery of assistance to its beneficiaries by paying the checks/assistance vested for the client directly to the Service Provider (on the clients' behalf);

WHEREAS, from the time the clients seek assistance from **DSWD**, almost all are already engaged in the service of a certain service provider and have already incurred cost of service availed, hence the request for assistance of indigent clients will be processed through the Crisis Intervention Unit. Wherein the CIU will issue a guarantee letter direct to the Service Provider to facilitate the release of assistance/payment to the service provided to the beneficiary;

WHEREAS, this partnership/ agreement is based on the unique varying circumstances of providing assistance to CIU clients and would not involve direct procurement of services but, guarantee payment of the services extended by the **Service Provider** to **DSWD** CIU clients on a credit basis;

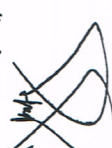

WHEREAS, the **Service Provider**, has given its willingness to provide credit line for the **DSWD** by making its services available to qualified beneficiaries of the **DSWD** who are in need of the same, thus, helping the **DSWD** in fostering and promoting its efficient delivery of social services;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants, the parties do hereby agree;

I. OBLIGATIONS AND RESPONSIBILITIES OF THE DSWD

1. Secure a credit line from the **Service Provider** with a credit limit of P 300,000.00 upon which the services availed by qualified beneficiaries shall be charged;
2. Determine and authorize official signatories (*annex A*) who will represent the **DSWD** to request and authorized the availment of services of the qualified beneficiaries from the **Service Provider**.
3. Ensure that there are enough funds available for the services that will be granted to the CIU clients, which services shall be availed through the partnership with the **Service Provider**;
4. Identify, assess and recommend clients for provision of assistance;
5. Coordinate with the **Service Provider** to ensure availability of services requested;
6. Provide guarantee letter (*Annex B*) to the clients which will be hand carried together with its valid identification to the **Service Provider** for availment of services corresponding the recommended amount of assistance;
7. Settle with or pay in full its accountabilities within thirty (30) days from receipt of the statement of account from the **Service Provider**.
8. In the event that the **DSWD** shall be required to withhold taxes on its payments to **Service Provider**, **DSWD** shall submit to **Service Provider** the corresponding Certificate Tax Withheld at Source upon issuance of payment.
In case the Certificate of Creditable Tax Withheld at source is not submitted, the amount withheld shall automatically be part of the **DSWD's** outstanding account.
9. Report any error to **Service Provider** within five (5) days upon receipt of the statement of account. If no error is reported, the statement of account shall be considered correct and final.
That in case an error has been found on the submitted statement of account, **DSWD** must still process and settle the remaining account without errors. Those accounts found with error shall be reconciled by both parties and resubmitted on the next billing.

I. OBLIGATIONS AND RESPONSIBILITIES OF THE Service Provider:

1. Provide a credit line to the DSWD with a credit limit of P 300,000.00 upon which the cost of services shall be charged;
2. Allow withdrawals/ service requested from the credit facility upon presentation of the valid identification of the qualified beneficiary and Guarantee Letter approved by the DSWD;
3. Provide service to the indigent clients up to an amount which shall not exceed the recommended amount indicated in the Guarantee Letter: Any excess on the amount of purchase shall be paid in cash by the indigents clients;
4. Each transaction of the **DSWD's** clients shall be covered by the **Service Provider's** charge invoice and the terms thereof shall form part of this agreement.
5. Bill the **DSWD**, on a bi-monthly basis or whenever the amount of the credit line is nearly to be reached or whichever comes first, on the cost of services availed by qualified beneficiaries of the **DSWD**.
6. Submit to **DSWD** through the Crisis Intervention Unit the summary of (1) *statement of account together with the* (2) *original copy of charge invoice* and (3) *Guarantee Letter* based on the below schedule of submission (weekly) of statement of account and release of payment.
 - a) Invoices from 1st – 15th day of the month will be billed on the 16th day of the same month. Payment shall be made on or before the 16th day of the following month.
 - b) Invoices from 16th – 31st day of the month will be billed on the 1st day of the next month. Payment shall be made on or before the 30th day of the same month.

- c) Should the credit line be nearly reached prior to the next weekly schedule of billing, the Service Provider may already bill the **DSWD** and shall submit Invoices covering the 1st day succeeding its last submitted bill up to the actual billing day.
7. Stop the incurring of service when the credit limit has been reached P 300,000.00 but only after the **DSWD** has been duly informed of the same. Resume or reinstate the credit line for the continuous provision of services to clients upon settlement of balances payable by the **DSWD**.

I. RESERVATION CLAUSE

The **SERVICE PROVIDER** reserves the right to suspend MOA without prior notice, in the event the **DSWD** fails to settle overdue accounts with the **SERVICE PROVIDER** and resume or reinstate the credit line upon the complete and total settlement of all balances payable by the **DSWD**.

II. AMMENDMENT/REVISION

Any amendment or modification of the provisions of this MOA should be in mutual written consent of ALL PARTIES' duly authorized representatives

III. DURATION

This agreement shall be for duration of one (1) year commencing from its effectivity and renewable upon the consensual agreement of the parties which shall be made three (3) days prior to the termination thereof, provided, that in the absence of a written advice from either party regarding the termination, it would be deemed renewed.

IV. PENALTY CLAUSE

This agreement shall be implemented in accordance with terms and conditions herein stipulated. Failure on the part of any party to comply with any provision of this Agreement shall warrant its revocation and shall give rise to the filing of appropriate administrative, civil and criminal case against the erring party.

V. ACKNOWLEDGEMENT

The Parties acknowledge that the Service Provider does not provide any service or good to the **DSWD**; that the **DSWD** holds in trust for beneficiaries of the **DSWD** Crisis Intervention Unit grants to these beneficiaries; and that amounts delivered by the **DSWD** to the Service Provider are from these amounts held in trust. To be applied as payment for the services rendered by the Service Provider to the beneficiaries.

VI. EFFECTIVITY

This Memorandum of Agreement shall effect upon signing and approval of the both parties.

IN WITNESS WHEREOF, the parties hereunto affixed their signature on this 2nd day of July 2018 here at Tacloban City.


For the: **DEPARTMENT OF SOCIAL WELFARE DEVELOPMENT**

By:

RESTITUTO B. MACUTO
REGIONAL DIRECTOR
First Party

For the: **BAYBAY CITY MEDICAL DIAGNOSTIC AND DIALYSIS CENTER**

By:


CARMEN L. CARI
CITY MAYOR
Second Party

