



Republic of the Philippines
PROVINCE OF ZAMBOANGA DEL NORTE
Municipality of Siayan



OFFICE OF THE SANGGUNIANG BAYAN

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF SIAYAN,
ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 3RD DAY OF JUNE 2024.**

PRESENT:

Hon. Josecor S. Gepolongca, Presiding Officer
Hon. Raul P. Dominise, Presiding Officer Pro-Tempore
Hon. Daisy A. Limbang, Majority Floor Leader
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader
Hon. Rey L. Anugon
Hon. Roel J. Fabiran,
Hon. Wencito B. Intoy,
Hon. Billynel C. Catig,
Hon. Estrella S. Zapatos, Minority Floor Leader
Hon. Maria Gina Z. Atay, LIGA President
Hon. Johnny C. Anugon, Sr. IPMR

Municipal Vice Mayor
Sangguniang Bayan Member

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ABSENT:

Hon. Dave F. Labadlabad, SK Fed. President

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**"RESOLUTION NO. 126
Series of 2024**

RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORABLE MUNIICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH ZAMBOANGA CITY MEDICAL CENTER, REPRESENTED BY AFDAL B. KUNTING, MD, MPH, FPCP, FOR THE IMPLEMENTATION OF TELEMEDICINE PROGRAM.

WHEREAS, in order to integrate health systems into province-wide and city-wide health systems (P/CWHS), as provided in Section 19 of Republic Act (RA) No. J 1223, otherwise known as the "Universal Health Care (UHC) Act, said Act provides for remote access and delivery of individual-based health services through the use of digital technologies for health;

WHEREAS, from recent events of public health concern such as the coronavirus disease 2019 (COVID-19) pandemic and other health threats, one digital health technology that has been widely adopted to ensure access and delivery of continuous, coordinated, and integrated individual-based health services and information is **telemedicine**;

WHEREFORE, premised considered, and on motion of Hon. Daisy A. Limbang, duly seconded by Hon. Roel J. Pabiran and Hon. Estrella S. Zapatos, it was


RESOLVED, as this body hereby resolved to **AUTHORIZE THE LOCAL GOVERNMENT UNIT OF SIAYAN ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORABLE MUNIICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH ZAMBOANGA CITY MEDICAL CENTER, REPRESENTED BY AFDAL B. KUNTING, MD, MPH, FPCP, FOR THE IMPLEMENTATION OF TELEMEDICINE PROGRAM.**

RESOLVED FINALLY, to give copies of this resolution to all offices concerned for favorable and appropriate action.


Carried unanimously"

I HEREBY CERTIFY to the correctness of the above-quoted resolution.

FOR AND IN BEHALF:


MA. CHRYSOLITE C. VALERA
Records Officer II
(Temporary Secretary)

**CERTIFIED CORRECT
AS TO ITS PASSAGE:**


ATTY JOSECOR S. GEPOLONGCA
Municipal Vice Mayor
(Presiding Officer)

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT made and executed by and between:

ZAMBOANGA CITY MEDICAL CENTER, a tertiary hospital of the Department of Health existing in Zamboanga City with a postal address at Dr. Evangelista St., Sta. Catalina Road, Zone III, Zamboanga City, Philippines, represented in this act by **AFDAL B. KUNTING, MD, MPH, FPCP**, in his capacity as Medical Center Chief II, hereinafter referred to as the **"FIRST PARTY"**

-and-

SIAYAN RURAL HEALTH UNIT, with business and postal address at Poblacion, Siayan, Zamboanga del Norte, Philippines, represented by **DR. ALFREDO GERBABUENA**, Municipal Health Officer of Siayan, hereinafter referred as the **"SECOND PARTY"**.

WITNESSETH:

WHEREAS, in order to integrate health systems into province-wide and city-wide health systems (P/CWHS), as provided in Section 19 of Republic Act (RA) No. J 1223, otherwise known as the "Universal Health Care (UHC) Act, said Act provides for remote access and delivery of individual-based health services through the use of digital technologies for health.

WHEREAS, from recent events of public health concern such as the coronavirus disease 2019 (COVID-19) pandemic and other health threats, one digital health technology that has been widely adopted to ensure access and delivery of continuous, coordinated, and integrated individual-based health services and information is **telemedicine**.

WHEREAS, the First Party, as a health care provider, recognizes its role and responsibility in the implementation of this undertaking, which is to adopt and use telemedicine in the delivery of individual-based health services for their catchment population, and comply with standards and guidelines on the practice and use of telemedicine, including the minimum implementation requirements and any subsequent updates or changes hereto, and pursuant to RA 2382, otherwise known as "The Medical Act of 1959," and RA 9711, otherwise known as the "FDA Act of 2009," and other existing or applicable laws, rules, and regulations.

WHEREAS, the First Party has institutionalized the adoption and implementation of telemedicine as an integral mode for delivery of individual-based health services including a functional telemedicine referral system, through its **Regional Telemedicine Program**.

WHEREAS, the Second Party is in need of a health care provider capable of providing secondary, tertiary and specialized levels of care that is able to provide asynchronous telemedicine for assistance and to directly coordinate and refer patients that require a non-emergency but higher or specialized level of care to another health care provider.

THEREFORE, both parties agree to be bound by this instrument in order to promote mutual support, cooperation, and provision in health care delivery system through Telemedicine, and agree to the following terms and conditions:

I. GENERAL AGREEMENT

1. The program's objective is to provide specialized medical advice to general practitioners in ZAMBASULTA thru direct physician-to-physician interaction or any healthcare worker (such as, jail nurse) in the absence of the Second Party's physician;

2. Guide or if warranted, provide telemedicine practice guidelines to general practitioners with their assessment and patient management utilizing available resources in their respective health care facility;
3. The practice of telemedicine shall follow the standards of practice of medicine as defined under RA 2382, otherwise known as "The Medical Act of 1959," and its Implementing Rules and Regulations (IRR), the Philippine Medical Association (PMA) Code of Ethics and other applicable policies and guidelines, taking into account the absence of physical contact. All physicians and healthcare workers practicing telemedicine shall uphold the same standards of care as in a face-to-face consultation but within the intrinsic limits of telemedicine;
4. The patient-physician relationship shall respect both patient and provider autonomy;
 - a. The physician can choose not to proceed with the telemedicine consultation at any time as guided by both law and ethics. At any step, the physician can refer or request for a face-to-face consultation.
 - b. At any stage, the patient has the right to choose to discontinue the telemedicine consultation.
5. The right to privacy of health information shall be protected at all times;
 - a. All health care providers shall uphold the data privacy rights of patients, and shall provide the mechanisms for the patients for the effective exercise of these rights.
 - b. The processing of health information of patients consulting through telemedicine shall be in accordance with the privacy and data protection requirements provided under RA 10173 (Data Privacy Act of 2012), its IRR and other relevant issuances from the NPC, and shall adhere to the principles of transparency, legitimate purpose, and proportionality.
6. Only secure, privacy-enhancing and non-public-facing platforms shall be used for telemedicine consultations. All health care providers shall exercise their professional autonomy and discretion on the best platform to use for telemedicine taking into account what is appropriate and adequate to deliver proper care, and as provided by existing laws and regulations on privacy and data protection, among others.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. The First Party.

1. Shall receive and respond to telemedicine referrals from the Second Party based on standard protocols, and provide feedback and back-referral to the health care provider;
2. Shall only cater to non-urgent referrals;
3. Shall refer only to licensed physicians duly assigned and designated by the Second Party to practice telemedicine;
4. May accept specialty referrals from the Second Party, if warranted;
5. Shall only cater to referrals from general practitioners or other healthcare workers who are in need of guidance in lieu of the absence of specialists in the Second Party;

6. Will offer specialty services including but not limited to Internal Medicine, Pediatrics, Obstetrics, Gynecology, Family Medicine, Dermatology, and Psychiatry;
7. Shall utilize web application, phone/video calls, SMS, or online chat as means for referral services;
8. Shall cater to referrals from 8 AM-4 PM, Mondays to Fridays, except on local or national holidays. Referrals may be made beyond the schedule however, the First Party shall not be under any obligation to respond promptly, and
9. Shall have proper documentation, which includes, but is not limited to the following:
 - 9.1 Consultation details that are routinely and similarly collected in a face-to-face consultation;
 - 9.2 Patient and provider location;
 - 9.3 Family members or other companions present during the telemedicine consultation;
 - 9.4 Referring licensed physician and/or other healthcare worker;
 - 9.5 Telemedicine platform or communication or video conferencing software used;
 - 9.6 Serve as consultants/specialists who will only help/guide in the assessment and management of the referred patients and therefore will not be held liable for the patient's overall welfare.

B. The Second Party:

1. Shall identify outpatient and inpatients for referrals that are in need of specialty services;
2. Shall exercise their professional judgement to decide whether a telemedicine consultation is appropriate in a given situation and based on complexity of patient's health condition.
3. Shall obtain proper written informed consent from the patient or legal guardian prior to any collection of personal data and the offering of any telemedicine service regardless if it is a first-time consultation or a follow-up consultation. The consent shall include all the necessary information regarding the features of the telemedicine consultation that shall be fully discussed with the patient/guardian, which includes, but is not limited to, the following:
 - 3.1 The scope of Telemedicine (i.e. how it works, the services provided, activities within the consultation, expected benefits);
 - 3.2 The limitations of telemedicine (i.e. risk of technology failures, service limitations);
 - 3.3 Manner of processing of personal health information;
 - 3.4 Privacy and data protection and cyber security measures and concerns;
 - 3.5 Documentation of the patient's data for future research purposes

Consent shall be evidenced by written, electronic or recorded means
4. Shall provide a complete encoded patient profile and patient's history following the standard ZCMC system/platform;
5. Shall not delay management in urgent and emergency cases and shall treat patients if deemed necessary;
6. Shall serve as the primary care physician who will be responsible to give the final disposition and discretion and shall be held liable for the patient's overall management;

7. Shall ensure that telemedicine consultation is not anonymous. Both patient and the physician should be able to know, verify and confirm each other's identity at the start of the telemedicine consultation;
8. Shall provide the recommended minimum technology requirements; and
9. Shall abide with the policies set by the ZCMC Regional Telemedicine Center;
10. Observe the required security protocols whenever transport of the patient to First Party would be necessary; and

III. ENTIRE AGREEMENT AND AMENDMENTS

The MOA contains the entire agreement between and among the Parties in relation to the Project and supersedes their previous agreements. The MOU shall be amended only if reduced into writing and executed by all the Parties, through their authorized representatives. The Parties may agree to issue duly signed and written supplemental memoranda and mutually accepted guidelines to ensure MOU's effective implementation.

IV. NON-DISCLOSURE AGREEMENT

That it is understood that the Parties are bound by law to strictly adhere to the provisions Data Privacy Act of 2012 and that any breach with the data gathered or any violation thereof shall deem the MOU automatically terminated and the erring party is held liable. That in the course of the operation of the program data gathered shall be subject to the confidentiality rule.

All information gathered is confidential and shall not be disclosed to anyone unless expressly given consent by the patient or immediate family. More so, after the use of the data, it shall be disposed/ deleted, unless, the patient agrees that his/her data is to be used for future data gathering and studies. All should observe Data Privacy Act.

V. EFFECTIVITY

This MOA shall take effect upon signing hereof of the representatives of both parties. This shall be effective for one (1) year from date of the signing of the said MOA, subject to subsequent renewal period of one (1) year each time, upon the agreement of both parties.

VI. TERMINATION

Either Party may terminate or suspend the implementation of this MOU, by giving Fifteen (15) days prior written notice to the other Party.

VII. SEPARABILITY

The invalidity or unenforceability provisions of this MOA shall not affect the validity or enforceability of its other provisions which shall remain valid and effective. The Parties may amend the provision to give effect to their intent and attain the MOA's objectives.

IN WITNESS WHEREOF, the parties through their respective representatives affixed their signatures on this MOU this _____ day of _____ 2024 at Zamboanga City Medical Center, Dr. Evangelista Street, Sta. Catalina Road, Zamboanga City.

ZAMBOANGA CITY MEDICAL CENTER

LOCAL GOVERNMENT UNIT

By:

By:

AFDAL B. KUNTING, MD, MPH, FPCP
Medical Center Chief II

HON. ALBERTO BONGCAWEL
Municipal Mayor

Signed in the presence of:

**MARIA LOUELLA C. PONDEVIDA, MD, MPH, FPAFP
MD, MPH**
Medical Specialist IV
Chair, ZCMC OPD

ALFREDO A. GERBABUENA, JR.
Municipal Health Officer

MARICHELE H. VALEROS, MD, MPH, FPCP
Medical Specialist II
Deputy Head, ZCMC Regional Telemedicine Center