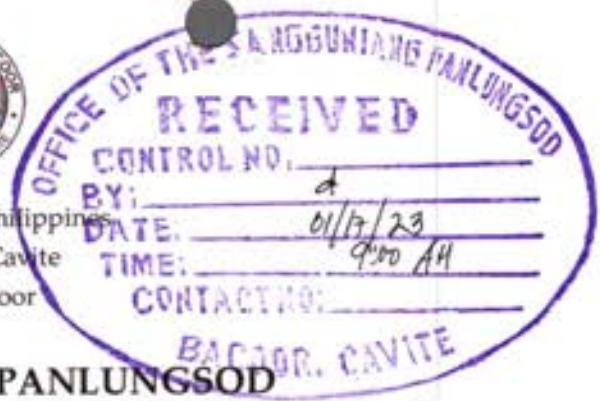




Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Social Services</i>		RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE DEED OF DONATION WITH THE PHILIPPINE CHARITY SWEEPSTAKES OFFICE ON THE DONATION OF THREE (3) UNITS OF PATIENT TRANSPORT VEHICLES	PCR 183-2022	
V E N U E	Session Hall Sangguniang Panlungsod		D A T E / T I M E	January 09, 2023 10:30 AM

COMMITTEE REPORT

NO. SS-06-S-2023 *07*

A final requirement of the Philippine Charity Sweepstakes Office, under its Medical Transport Vehicle Donation Program, is the Sangguniang Panlungsod Resolution.

With the Internal Rules suspended, the Presiding Officer Honorable Rowena Bautista-Mendiola ordered the **APPROVAL** of the resolution authorizing the City Mayor to sign the Deed of Donation with the Philippine Charity Sweepstakes Office on the Donation of Three (3) units of Patient Transport Vehicles as recommended by Committee Chairman Adrielito G. Gawaran.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct. Signed this 9th day of January 2023 at the city of Bacoor, Cavite.

COMMITTEE ON SOCIAL SERVICES

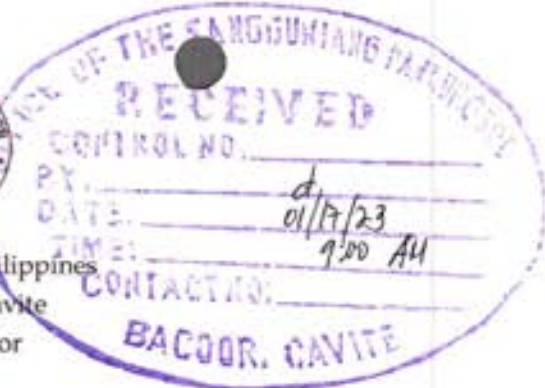

HON. ADRIELITO G. GAWARAN
Chairman


HON. SIMPLICIO G. DOMINGUEZ
Vice Chairman


HON. MICHAEL E. SOLIS
Member



Republic of the Philippines
Province of Cavite
City of Bacoor



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COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER
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V E N U E	Session Hall Sangguniang Panlungsod		D A T E / T I M E January 09, 2023 10:30 AM

**MINUTES OF MEETING
NO. SS-06-S-2023**

During the 25th Regular Session of the 5th Sangguniang Panlungsod of the City of Bacoor, the Honorable Presiding Officer Rowena Bautista-Mendiola referred the subject matter to the Committee on Social Services.

Relative to the request for the three (3) Patient Transport Vehicles and the evaluation based on the guidelines of the Medical Transport Vehicle Donation Program of the Philippine Charity Sweepstakes Office, Honorable Councilor Reynaldo Palabrica clarified that there will be no expense on the part of the city government of Bacoor. With this, Committee Chairman Adrielito Gawaran moved for the above subject matter be **APPROVED** and the council agreed to authorize the City Mayor to sign the Deed of Donation with Philippine Charity Sweepstakes Office.

Prepared by :

Maria Nenita P. Montoya
MARIA NENITA P. MONTOYA
Local Legislative Staff Assistant I

Attested by :

Adrielito G. Gawaran
HON. ADRIELITO G. GAWARAN
Chairman, Social Services Committee



F.1.6 PCR 183-2022 – RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE DEED OF DONATION WITH THE PHILIPPINE CHARITY SWEEPSTAKES OFFICE ON THE DONATION OF THREE (3) UNITS OF PATIENT TRANSPORT VEHICLES.

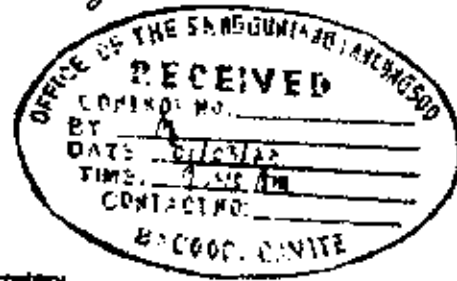


Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Mayor

December 28, 2022

HON. MICHAEL E SOLIS
Acting City Vice Mayor, Bacoor Cavite
Bacoor Government Center
Bacoor, Cavite



Thru **Asst. Khalid Alaga**
Sangguniang Panglungsod Secretary

Subject Request for issuance and enactment of Resolution granting the City Mayor Authority to sign the Deed of Donation with Philippine Charity Sweepstakes Office over three (3) units of Patient Transport Vehicles

Dear Hon. Solis

In consonance with the letter, dated December 2, 2022, sent by Dr. Larry R. Cedro, Assistant General Manager for Charity Sector- Philippine Charity Sweepstakes Office, relative to the requirements of the Philippine Charity Sweepstakes Office, under its Medical Transport Vehicle Donation Program, wherein three (3) units of Patient Transport Vehicles are being evaluated to be donated in favor of the City of Bacoor. I hereby request your good office and the members of the Sangguniang Panglungsod to issue and enact a resolution granting the City Mayor authority to enter into and sign the Deed of Donation with the Philippine Charity Sweepstakes Office over the above-mentioned subject.

Attached herewith is a copy of the aforementioned letter for your immediate reference.

I trust that you will give this matter your utmost consideration.

Sincerely yours,

HON. CATHERINE S. EVARISTO
Acting City Mayor






Reference No. 2022- 4348  Republic of the Philippines
 Province of Cavite
CITY OF BACOOR
 Office of the City Mayor  Date 11-16-22

- | | | | | |
|--|--|---|--|---------------------------------------|
| <input type="checkbox"/> Endorsement | <input type="checkbox"/> Enquiry | <input type="checkbox"/> Follow-up/Reply | <input checked="" type="checkbox"/> Information / Copy Furnish | <input type="checkbox"/> Invitation |
| <input type="checkbox"/> Legal/Complaint | <input type="checkbox"/> Proposal/Bidovers | <input type="checkbox"/> Request/Solicitation | <input type="checkbox"/> For approval/signature | <input type="checkbox"/> Others _____ |
| | | | <input type="checkbox"/> Facsimile | <input type="checkbox"/> Mailed |

From: MR. LARRY BERNARD

Subject: REQUEST FOR FINANCIAL ACCOUNTS & RE-OPENING PLACES THROUGH CURRENT ACCOUNTING DEPARTMENT (COP-COR)

File (as routed & at File Name: _____) Endorsed/forwarded to: _____

Remarks: CPOC, BUDGET & ENDORSE TO SP
ASAP! 

Philippine Charity Registration Office
 Sun Plaza Building 1287 Alabang Boulevard
 Corner Princess Street
 Muntinlupa City



REPUBLIC OF THE PHILIPPINES
Office of the President
PHILIPPINE CHARITY SWEEPSTAKES OFFICE
Concepcion Plaza Plaza Building, 606 Shaw Boulevard, Marikina City 1802
www.pcsso.gov.ph



December 2, 2022

HON. STRIKE B. REVILLA
Mayor
City of Bacoor
Province of Cavite

Dear Mayor Revilla,

We wish to inform you that your request for three (3) units of Patient Transport Vehicles (PTV) had undergone initial assessment based on the guidelines of the Medical Transport Vehicle Donation Program of the Agency.


In order for us to pursue a detailed review and evaluation of the request, kindly submit the following documents to the Special Projects Division, Charity Assistance Department (SPD-CAD)

1. Profile of the Municipality/City/Province:
 - a. Political, economic, demographic and topographical information
 - b. Statistics on Health and Emergency Cases requiring medical transport
 - c. Scope and area of coverage of existing services
 - d. Organizational and functional structure
2. Certification of Budget Allocation for the Maintenance of the PTV unit (MOOE);
3. Sangguniang Bayan Resolution authorizing the Local Chief Executive of Authority of the Head of Hospital/Agency to sign the Deed Of Donation (DOD) and receive the PTV unit.

Should you have questions, you may call Ms. Soledad O. Rasing of SPD-CAD at telephone no. (02) 83863328

Thank you.

Very truly yours,


DR. LARRY R. CEDRO
Assistant General Manager for Charity Sector

Copy furnished

Office of the General Manager

**DEED OF DONATION
(PCSO MEDICAL TRANSPORT VEHICLE DONATION PROGRAM)
(PATIENT TRANSPORT VEHICLE)**

THE PUBLIC IS INFORMED:

This Deed of Donation, made and entered into by:

The **PHILIPPINE CHARITY SWEEPSTAKES OFFICE**, a government owned and controlled corporation, existing by virtue of Republic Act No. 1169, as amended, holding office at 10F Sun Plaza Building, 1507 Shaw Boulevard corner Princeton Street, Mandaluyong City, represented by its Vice-Chairperson and General Manager, **ROYINA M. GARMA**, authorized for this purpose under Board Resolution No. 382, Series of 2015, as shown in the Secretary's Certificate notarized on 06 October 2015, a copy of which is attached as Annex "A", hereinafter referred to as the "PCSO";

-and-

(NAME OF BENEFICIARY), a national government specialty hospital/ Level ___ DOH- retained government hospital/government infirmary/dispensary/leprosarria/sanitaria/provincial, city, municipal health office/national government agency, located in (address), represented by **(AUTHORIZED SIGNATORY)**, in his/her capacity as (designation), authorized for this purpose under _____ dated _____ a copy of which is attached as Annex "B", hereinafter referred to as the "**(NAME OF BENEFICIARY)**".

ANTECEDENTS:

The PCSO is the principal government agency tasked to raise and provide funds for health programs, medical assistance and services, and charities of national character. It is the thrust of the administration of President Rodrigo Roa Duterte, to ensure the provision and availability of medical facilities for emergency services, health care programs and social services to uplift the health condition of the Filipino people;

Pursuant to its mandate, the PCSO, upon approval by the Office of the President, procured, per Board Resolution No. 0237, Series of 2019, as shown in Secretary's Certificate issued on 19 June 2019, a copy of which is attached as Annex "C", Patient Transport Vehicles (PTVs) for distribution to qualified beneficiaries;

Subsequently, on 20 August 2019, the Board, upon recommendation of the Charity Sector, approved thru Board Resolution No. 0313 series of 2019, the donation of PTVs to One Hundred Ninety-Five (195) beneficiaries, which includes **(NAME OF BENEFICIARY)** as priority targets who have complied with the submission of complete documents under the PCSO Medical Transport Vehicle Donation Program (MTVDP). A copy of Secretary's Certificate issued on 27 September 2019, is attached as Annex "D".;

On 11 September 2019, the PCSO Board of Directors in its Resolution No. 0325, Series of 2019, approved the *Guidelines for the PCSO Medical Transport Vehicle Donation Program* (Guidelines for brevity), a copy of Secretary's Certificate issued on 27 September 2019, is attached as Annex "E." Under the Guidelines, qualified beneficiaries of PTVs are as follows:

100% donation scheme	<ul style="list-style-type: none"> • National Government Specialty Hospitals • Levels 1, 2 & 3 Government Hospitals • Government Infirmaries, Dispensaries, Leprosaria, Sanitaria • Provincial/City/Municipal Health Offices (4th, 5th and 6th class) • National Government Agencies
Counter-parting Scheme	
60% (PCSO) - 40% (LGU)	2nd class Provincial/City/Municipal Health Offices
70% (PCSO) - 30% (LGU)	3rd class Provincial/City/Municipal Health Offices

Per BR No. _____, series of 2019 (a copy of Secretary's Certificate issued on _____ is attached as Annex "F"), the Board approved the recommendation of the Charity Sector suspending the implementation of the following:

1. Exclusion of 1st Class municipalities as qualified beneficiaries under the MTVDP;
2. Counter-parting scheme based on LGU income classification; and
3. Prohibitory period of four (4) years between requests.

Per BR No. _____ series of 2019 (a copy of Secretary's Certificate issued on _____ is attached as Annex "G"); the Board confirmed the donation of 195 PTVs to beneficiaries, including (NAME OF BENEFICIARY) subject to the provisions of the approved Guidelines and Board Resolution No. _____ series of 2019 (Annex "F");

ACCORDINGLY, the PCSO donates a PTV unit to the (NAME OF BENEFICIARY), as follows:

**Article I
PATIENT TRANSPORT SERVICE VEHICLE (PTV)**

The PCSO, as an act of liberality and generosity, hereby voluntarily and freely gives unto the (NAME OF BENEFICIARY), one (1) unit of PTV, particularly described as follows:

Make	:	_____	Chassis No.	:	_____
Type	:	_____	Engine No./Vehicle ID No.	:	_____
Model	:	_____	Conduction Sticker	:	_____
			Unit No.	:	_____

including all its accessories and equipment, free from liens, encumbrances and charges.

**Article II
UTILIZATION OF THE PTV UNIT**

1. The PTV shall be used exclusively for transport of patients whose condition is of a non-life threatening nature, affording them safe and comfortable conveyance, for medical outreach programs and as a service extension of the (NAME OF BENEFICIARY). Under no instance shall the PTV be used for private, public utility or any other purpose.
2. The medical team composition, requirements for use, and the charges for the use of PTV, should be consistent with the applicable Administrative Order/s issued by the Department of Health (DOH) and other DOH issuances on the matter.

**Article III
OBLIGATIONS OF THE (NAME OF BENEFICIARY)**

The (NAME OF BENEFICIARY), shall perform the following:

1. Within three (3) months from receipt of the PTV, transfer the registration of the vehicle under its name. It shall ensure that the LTO registration of the vehicle is renewed upon its expiration, and yearly thereafter;
2. Secure yearly third party liability insurance and comprehensive insurance for the PTV based on its current value to answer for any damage sustained or caused by it or to any third party;
3. Submit to PCSO proof of its registration with the DOH within three (3) months from the date of the donation. Failure to so submit within the herein required period, shall warrant the revocation of the donation and the immediate return of the PTV to the PCSO, pursuant to the procedure under the Guidelines;
4. Should it consider upgrading the PTV into an ambulance, it shall notify PCSO of the same in writing before the upgrade and advise the PCSO after the same had been carried out. For this purpose, it shall also comply with the applicable provisions of DOH Administrative Order No. 2018-001;
5. Submit regular periodic reports to the Branch Office which has jurisdiction over it (in hard copy) and to the CAD (in Portable Document Format, via email), following the template and schedule of submission provided by the PCSO;
6. Maintain the PTV in roadworthy condition, allocate sufficient funds and shoulder all expenses for the operations, upkeep and maintenance of the vehicle;

7. Ensure that the designated drivers of the PTV are licensed, follow and observe traffic rules and regulations, as well as road courtesy, while exerting their best efforts to convey patients in the safest and most expeditious manner;
8. Preserve and shall not remove, replace or alter any of the accessories, equipment and apparatus installed by the PCSO in the PTV;
9. Maintain and preserve decals, symbols, imprints, labels, signs or whatever markings as originally found on the PTV especially those representing the corporate identity of the PCSO, and shall not superimpose, remove, replace, alter or deface the same or put any other addition thereto, except the corporate name and logo of the (NAME OF BENEFICIARY), without any name or picture of any local or national official. It shall submit photographs of the final outcome of the markings on the PTV together with its first periodic report to PCSO;
10. Shall not apply tint/color to the PTV windows;
11. Allow representatives of the PCSO to inspect the ambulance unit to determine its serviceability and road-worthiness, at any time, without need of permission from the (NAME OF BENEFICIARY);
12. Ensure faithful compliance with the following:
 - a. The provisions of this Deed of Donation;
 - b. *Approved Guidelines for the PCSO Medical Transport Vehicle Donation Program*;
 - c. Department of Health (DOH) Administrative Order (AO) No. 2016-0029 (*Rules and Regulations Governing the Licensure of Ambulances and Ambulance Service Providers*), as revised by AO No. 2018-001 dated 28 January 2018; and
 - d. All other issuances, rules and regulations issued by the DOH, PCSO and other government agencies and/or offices on the matter.
13. Support all PCSO-initiated programs, projects and gaming activities and shall help enhance PCSO's corporate image. For this purpose, (NAME OF BENEFICIARY) shall post in its official website and social media site, photos and videos of the turn-over ceremony of the PTV, and acknowledge the contribution of the PCSO. It shall likewise encourage responsible patronage of PCSO gaming products, underscoring the value of collective action for good;
14. Shall reasonably prioritize PCSO referrals for PTV conduction; and
15. Shall not charge any cost for transport services against the patient.

Article IV

PROHIBITION AGAINST ALIENATION OF THE DONATED PTV

1. The PTV donated cannot be disposed, assigned, transferred, and/or conveyed to any other person or entity by the (NAME OF BENEFICIARY) within a period of seven (7) years from the date of donation.

The prohibition on alienation within the seven-year period shall not apply if the (NAME OF BENEFICIARY) will sufficiently establish justifiable reasons for the alienation and it secures the written authority and approval of PCSO for the alienation. All cases of alienation shall strictly observe the rules and procedures on disposal of government properties.

2. After the seven (7)-year prohibitory period, if the PTV becomes unserviceable and could no longer be used for the purpose for which it is intended, (NAME OF BENEFICIARY) shall dispose of the PTV pursuant to the rules and procedures on the disposal of government properties. (NAME OF BENEFICIARY)'s failure to comply with the said rules and procedures shall warrant its blacklisting as beneficiary for any future grant of Medical Transport Vehicle from PCSO.

For this purpose, (NAME OF BENEFICIARY) shall:

- a) notify PCSO of the contemplated disposal and the result of the disposal procedures once undertaken and completed; and

- b) exclusively use any amount that may accrue or any proceeds that may redound to the benefit of the (NAME OF BENEFICIARY) in assigning, transferring, conveying or mortgaging the said PTV under this paragraph, for health, medical assistance services and programs and charitable works.
3. In case of alienation of the PTV in any way, within the seven-year prohibitory period stated above and without the express authority of the PCSO, and/or in case of failure to comply with any of the conditions written here, the (NAME OF BENEFICIARY) shall, without prejudice to other operational and legal remedies available to PCSO, pay the PCSO of the value of the ambulance unit and all its accessories at the time of the execution of this Deed of Donation, without need of any judicial demand.

For this purpose, the value of the donation upon its execution is One Million Five Hundred Eighty-Five Thousand Sixty-Three Pesos (PhP1,585,063.00).

Article V REGULAR MONITORING OF THE DONATED PTV

1. The (NAME OF BENEFICIARY) shall allow the PCSO's representative/s to inspect the unit at any time, without need of permission from the (NAME OF BENEFICIARY).
2. The PCSO thru the concerned PCSO (NAME OF BENEFICIARY) Offices, shall conduct regular periodic monitoring visits to determine the performance of the PTV and its utilization to ensure the proper compliance by the (NAME OF BENEFICIARY) with the obligations enforced on the (NAME OF BENEFICIARY) in this Deed of Donation.
3. The PCSO thru the concerned CAD shall also conduct monitoring visits for purposes of policy and operational improvement/development.
4. During the monitoring visits, the (NAME OF BENEFICIARY) shall prepare a copy of the LTO Registration and other papers, and submit the same to the designated representative or personnel of either the PCSO Branch Office or CAD, including a photocopy of the License of the designated driver of the PTV.

Article VI REVOCATION OF DONATION

1. Any violation by the (NAME OF BENEFICIARY) of the conditions of this Deed, or its failure to comply with any of its obligations here, shall be a ground for the revocation of the donation and the immediate repossession/taking by PCSO of the PTV from the (NAME OF BENEFICIARY)'s custody. Pursuant to the Guidelines, the concerned Branch Office shall be authorized by either the Vice-Chairperson and General Manager or CAD to take custody of the PTV, as applicable, pending the final resolution of the matter.
2. (NAME OF BENEFICIARY) shall have fifteen (15) days from the date of PCSO's repossession of the PTV within which to seek reconsideration of the revocation and/or other operational remedies adopted by PCSO. Only one (1) Motion for Reconsideration (MR) shall be allowed. Failure of the (NAME OF BENEFICIARY) to file such motion for reconsideration shall be considered a waiver on its part and render the revocation or action of the PCSO final. In case of MR, the decision of the MTVDP Oversight Committee shall be final and immediately executory.
3. The revocation of the donation shall be without prejudice to the filing by PCSO of the appropriate action in court against the (NAME OF BENEFICIARY).
4. The failure of the PCSO to enforce any provision in this Deed shall not be construed as a waiver or limitation of the PCSO's right to subsequently enforce and compel its strict compliance.

Article VII GENERAL PROVISIONS

1. This contract shall take effect immediately upon receipt and acceptance by the (NAME OF BENEFICIARY) of the PTV, which acceptance shall likewise be made in this Deed of Donation.
2. The (NAME OF BENEFICIARY)'s Head of Office/Medical Director/Local Chief Executive shall attend and be present during the ceremonial turn-over of the PTV at the PCSO

Main Office. In case of his/her unavailability, he/she shall send a representative who he/she must authorize thru a notarized Special Power of Attorney (SPA).

3. The (NAME OF BENEFICIARY) shall designate its duly authorized competent representatives (i.e. knowledgeable medical care providers, ambulance drivers and administrative personnel), and whose authority shall be submitted to PCSO, who shall (a) pullout the PTV from the PCSO-designated releasing area; (b) be trained by the PTV supplier on the operation of the PTV and its accessories at no additional cost to the PCSO; and (c) be trained by CAD of the (NAME OF BENEFICIARY)'s obligations on the mandatory standards, regulations and requirements for the operation/utilization of the PTV.
4. Risk and title shall pass to the (NAME OF BENEFICIARY) upon actual receipt and acceptance of the PTV by its competent representatives above-mentioned. In case the parties agree that the actual turn-over/release to and receipt/acceptance by the (NAME OF BENEFICIARY) of the PTV be done outside of the PCSO-designated releasing area, the risk and title to the PTV shall be considered passed on to the (NAME OF BENEFICIARY) upon the PTV's release from the PCSO-designated releasing area and the transport of the PTV to the venue agreed upon shall be the responsibility of the (NAME OF BENEFICIARY).
5. PCSO shall be free and held harmless from any liability resulting from any fortuitous event or the negligence or fault of (NAME OF BENEFICIARY) or its officers and employees, following the release of the PTV from PCSO custody.

The (NAME OF BENEFICIARY) shall indemnify and hold PCSO, its directors, officers and employees free and harmless from and against any claims, liabilities, damages, penalties, judgments, suits and cost arising or resulting from the grant, release and operation of the PTV.

6. No amendments and/or modifications to this Deed shall be valid or binding unless expressed in writing and executed with the same formality as this Deed.
7. This Deed of Donation is executed and entered into not for purposes of fraud or in any manner contrary to the mandate of the Philippine Charity Sweepstakes Office under its Charter and Philippine Laws, in general.

Article VIII
ACCEPTANCE BY THE (NAME OF BENEFICIARY)

The (NAME OF BENEFICIARY) hereby receives and accepts this gift and donation made in its favor by the PCSO, together with the conditions here imposed, and the (NAME OF BENEFICIARY) hereby makes manifest its gratefulness and appreciation for the kindness and generosity of the PCSO

_____ at _____ Philippines.

WE ACCEPT:

**PHILIPPINE CHARITY
SWEEPSTAKES OFFICE (PCSO)**

(NAME OF BENEFICIARY)

By:

By:

ROYNA M. GARMA
Vice-Chairperson and General Manager

(Authorized Signatory)
(designation)

SIGNED IN THE PRESENCE OF:

MURIEL G. PAJARILLO
OIC-Department Manager
Charity Assistance Department

Witness