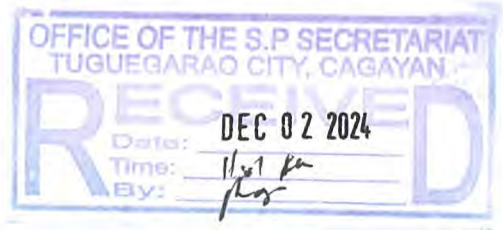


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BAGONG PILIPINAS

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY



Phone number : 0953-588-3721 | email address : cmotuguegaraocity@gmail.com

OFFICE OF THE CITY MAYOR

28 November 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the Deed of Donation between the City Government of Tuguegarao and the Philippine Charity Sweepstakes Office (PCSO) regarding the donation of Medical Transport Vehicle, for your information and appropriate action.

This matter is certified as **URGENT** pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160 or the Local Government Code of 1991.

In the name of public service,

MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- PCSO
- City Legal Office



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

THE PUBLIC IS INFORMED:

This Deed of Donation is made and entered into by:

The **PHILIPPINE CHARITY SWEEPSTAKES OFFICE (PCSO)**, a government owned and controlled corporation existing by virtue of Republic Act No. 1169, as amended, holding office at 4F Sun Plaza Building, 1507 Princeton Street corner Shaw Boulevard, Mandaluyong City 1552, represented by its General Manager, **MELQUIADES A. ROBLES**, authorized for this purpose under Board Resolution No. 211, Series of 2023, a copy of which is attached as **Annex "A"**;

-and-

The **CITY GOVERNMENT OF TUGUEGARAO** a Local Government Unit, represented by **HON. MAILA ROSARIO S. TING- QUE** in her capacity as City Mayor, authorized for this purpose Sangguniang Panlungsod Resolution No. _____, dated _____, a copy of which is attached as **Annex "B"**.

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;

Under the Medical Transport Vehicle Donation Program (MTVDP) Guidelines in the *Manual of Charity Programs* approved by the PCSO Board of Directors (Board) in Resolution No. 0074 series of 2020 evidenced by Secretary's Certificate dated 14 May 2020 (a copy of which is attached as **Annex "C"**), the **PCSO**, through the MTVDP, aims to donate medical transport vehicles to the Local Government Units (LGUs) at the provincial, municipal, and city with the end-in-view of providing ambulance / transportation service to patients requiring emergency medical response going to the nearest treatment hospital / health facility;

Pursuant to its mandate, the **PCSO**, upon approval by the Office of the President, procured Patient Transport Vehicles (PTVs) for distribution to qualified beneficiaries in accordance with Board Resolution No. 326, Series of 2023 (a copy of which is attached as **Annex "D"**);

Under Section 4.3 of the Medical Transport Vehicle Donation Program (MTVDP) Guidelines in the *Manual of Charity Programs*, the donation to eligible beneficiaries shall be in full;

In a Memorandum dated _____, (a copy of which is attached as **Annex "E"**) the General Manager approved the recommendation made by the Charity Assistance Department (CAD) to provide one (1) unit of PTV to the **CITY GOVERNMENT OF TUGUEGARAO**:

ACCORDINGLY, the PCSO donates a PTV unit to the **CITY GOVERNMENT OF TUGUEGARAO** as follows:

**Article I
DONATION AND ACCEPTANCE OF THE
PATIENT TRANSPORT SERVICE VEHICLE (PTV)**

1. The PCSO, as an act of liberality and generosity, hereby voluntarily and freely gives unto the **CITY GOVERNMENT OF TUGUEGARAO** one (1) unit of PTV particularly described as follows:

Make	: TOYOTA	Chassis No.	: _____
Type	: HIACE COMMUTER DELUXE 2.8L DSL MT-Q2-7	Engine No. /	: _____
		Vehicle ID No.	: _____
Model	: 2024	Conduction Sticker	: _____
		Unit No.	: _____

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

2. The **CITY GOVERNMENT OF TUGUEGARAO** hereby receives and accepts this gift and donation made in its favor by the **PCSO**, together with the conditions here imposed, and manifests its gratefulness and appreciation for the kindness and generosity of the **PCSO**.

**Article II
UTILIZATION OF THE PTV**

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 **CITY GOVERNMENT OF TUGUEGARAO**. 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 CITY GOVERNMENT OF TUGUEGARAO**

The **CITY GOVERNMENT OF TUGUEGARAO** shall perform the following:

1. Within three (3) months from receipt of the PTV, the Original Copy of the Official Receipt (OR) and Certificate of Registration (CR), and other pertinent documents, transfer the registration of the vehicle under its name, secure a third-party liability and comprehensive insurance with the Land Transportation Office (LTO) and submit the proof of registration with DOH to PCSO. It shall ensure that the LTO registration of the vehicle as well as the third-party liability and comprehensive insurance are renewed prior to the expiration and yearly thereafter. Failure to submit within the prescribed period shall warrant the revocation of the donation and the immediate return of the PTV to PCSO pursuant to the procedure in the guidelines;
2. 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, particularly on the registration with DOH as an Ambulance Service Provider (ASP). Thereafter, it shall submit to **PCSO** proof of such registration. Failure on its part to register as ASP shall be cause for **PCSO** to revoke the donation and immediately redeem the PTV unit;
3. Maintain the PTV in roadworthy condition, allocate sufficient funds and shoulder all expenses for the operations, upkeep, and maintenance of the vehicle.
4. 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.
5. Preserve and shall not remove, replace or alter any of the accessories, equipment and apparatus installed by the **PCSO** in the PTV.
6. 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 **CITY GOVERNMENT OF TUGUEGARAO** to be indicated on the sides of the PTV, and which font shall not be more than the height of the words "PATIENT TRANSPORT VEHICLE", 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**.
7. Shall not apply tint/color to the PTV windows;
8. Allow representatives of the **PCSO** to inspect the ambulance unit to determine its serviceability and roadworthiness, at any time, without need of permission from the **CITY GOVERNMENT OF TUGUEGARAO**.
9. Ensure faithful compliance with the following:
 - a. The provisions of this Deed of Donation;
 - b. The MTVDP Guidelines (a copy of which is attached as **Annex "F"**);
 - 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 Administrative Order 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.
10. Support the **PCSO's** revenue generation efforts anchored to its charity services, with the intention of enhancing the **PCSO's** corporate image, such as, but not limited to:
 - a. Posting, at its official websites and social media sites, the photos and videos of the PTV turn-over ceremonies.
 - b. Acknowledging the contribution of **PCSO** thru issuance of a local *Sanggunian* Resolution;
 - c. Allowing the operation of **PCSO**-sanctioned gaming products in its area of jurisdiction; and
 - d. Encouraging its constituents to patronize the **PCSO** gaming products, underscoring the value of collective action for good.
 11. Prioritize **PCSO** referrals for ambulance conduction and non-emergency patient support;
 12. Shall not charge any cost for transport services against the patient; and
 13. Shoulder the transport cost of the PTV from ceremonial venue to place of destination.

Article IV
PROHIBITION AGAINST ALIENATION OF THE DONATED PTV

1. The **CITY GOVERNMENT OF TUGUEGARAO** shall observe the proper and usual government procedure in the disposal of the PTV unit, in the event that the unit becomes unserviceable for its intended purpose. The **CITY GOVERNMENT OF TUGUEGARAO** however, is prohibited from doing so within seven (7) years from the date of donation. (*DBM National Budget Circular No. 440 series of 1995*)

In case of disposal of the PTV, the **CITY GOVERNMENT OF TUGUEGARAO** shall:

- a. Notify **PCSO** of the contemplated disposal and the result of the disposal procedures once undertaken and completed;
 - b. Ensure written approval from **PCSO** prior to the disposal, re-assignment, transfer, and/or mortgage of the unit; and
 - c. Exclusively use any amount that may accrue or any proceeds that may redound to the benefit of the **CITY GOVERNMENT OF TUGUEGARAO** in assigning, transferring, conveying or mortgaging the said PTV under this paragraph, for health, medical assistance services and programs and charitable works.
2. Alienation of the PTV in any way, without the express authority of the **PCSO**, and/or failure to comply with any of the conditions written here, shall be grounds for blacklisting as potential beneficiary of Medical Transport Vehicle from **PCSO**, and compel **PCSO** to exhaust all operational and local remedies available.

Article V
REGULAR MONITORING OF THE DONATED PTV

1. The **CITY GOVERNMENT OF TUGUEGARAO** allow the **PCSO's** representative/s to inspect the unit at any time, without need of permission from the **CITY GOVERNMENT OF TUGUEGARAO**.
2. The **PCSO** thru the CAD and/or the concerned Branch Offices shall also conduct monitoring visits for purposes of policy and operational improvement/development.
3. During the monitoring visits, the **CITY GOVERNMENT OF TUGUEGARAO** 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 **CITY GOVERNMENT OF TUGUEGARAO** of the rules governing the use of the PTV as provided under the MTVDP Guidelines and the provisions of this Deed of Donation

shall be a ground for the revocation of the donation and the immediate repossession/taking by **PCSO** of the PTV from the **CITY GOVERNMENT OF TUGUEGARAO'S** custody. Pursuant to the MTVDP Guidelines, the concerned Branch Office shall be authorized by the General Manager to take custody of the PTV, as applicable, pending the final resolution of the matter.

2. The revocation of the donation shall be without prejudice to the filing by **PCSO** of the appropriate action in court against the **CITY GOVERNMENT OF TUGUEGARAO**.
3. The failure of the **PCSO** to enforce any provision in this Deed of Donation 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 Deed of Donation shall take effect immediately upon receipt and acceptance by the **CITY GOVERNMENT OF TUGUEGARAO** of the PTV, which acceptance shall likewise be made herein.
2. The **CITY GOVERNMENT OF TUGUEGARAO'S** Local Chief Executive shall attend and be present during the ceremonial turn-over of the PTV at the **PCSO** Main Office or other designated venue. In case of her unavailability, she shall send a representative who she must authorize thru a notarized Special Power of Attorney (SPA).
3. The **CITY GOVERNMENT OF TUGUEGARAO** 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) pull out 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 as regards the **CITY GOVERNMENT OF TUGUEGARAO'S** obligations on the mandatory standards, regulations and requirements for the operation/utilization of the PTV.
4. Risk and title shall pass to the **CITY GOVERNMENT OF TUGUEGARAO** 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 **CITY GOVERNMENT OF TUGUEGARAO** 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 **CITY GOVERNMENT OF TUGUEGARAO** 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 **CITY GOVERNMENT OF TUGUEGARAO**.
5. **PCSO** shall have the right to tap the donated PTV at any time in case of emergency or calamity.
6. **PCSO** shall be free and held harmless from any liability resulting from any fortuitous event or the negligence or fault of the **CITY GOVERNMENT OF TUGUEGARAO** or its officers and employees, following the release of the PTV from **PCSO** custody.
7. The **CITY GOVERNMENT OF TUGUEGARAO** 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.
8. Any dispute and controversy arising out of, or in connection with the interpretation and/or implementation of this Deed of Donation, the MTVDP Guidelines, as well as the rules and regulations that the **PCSO** may issue from time to time relative to the implementation of the MTVDP and this donation, shall be filed before the proper courts of the city or municipality where the Head Office of the **PCSO** is located to the exclusion of all other courts at the time of its filing.
9. This Deed of Donation shall take effect upon its signing by the parties. The suggested amendments, if any, of the Office of the Government Corporate Counsel (OGCC) shall be deemed incorporated into and form integral part of this Deed of Donation. No other amendments and/or modifications to this Deed of Donation shall be valid or binding unless expressed in writing and executed with the same formality as this Deed of Donation.
10. 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.

_____ at _____, Philippines.

WE ACCEPT:

**PHILIPPINE CHARITY
SWEEPSTAKES OFFICE (PCSO)**

CITY GOVERNMENT OF TUGUEGARAO

By:

By:

MELQUIADES A. ROBLES
General Manager

MAILA ROSARIO S. TING-QUE
City Mayor

SIGNED IN THE PRESENCE OF:

(signature over printed name)

(signature over printed name)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) **S.S.**

BEFORE ME, personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue
Melquiades A. Robles	PCSO ID	Mandaluyong City
Maila Rosario S. Ting- Que		Tuguegarao City

They are known to me to be the same persons who signed the foregoing *Deed of Donation* and they acknowledged to me that their signatures prove their free acts and of the entities they represent.

SIGNED AND SEALED IN _____ **on** _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.