REPUBLIKA NG PILIPINAS SANGGUNIANG PANLUNGSOD LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD AT THE SANGGUNIANG PANLUNGSOD SESSION HALL, ORMOC CITY HALL BUILDING ON FEBRUARY 22, 2018

PRESENT:

Vincent L. Rama, (OIC-City Vice-Mayor & Temporary Presiding Officer),

SP Member, Asst. Majority Floor Leader

Tomas R. Serafica, (Temporary Majority Floor Leader), SP Member

Benjamin S. Pongos, Jr., SP Member

Eusebio Gerardo S. Penserga, SP Member Gregorio G. Yrastorza III, SP Member

Nolito M. Quilang,

John Eulalio Nepomuceno O. Aparis II,

SP Member

Minority Floor Leader

Lea Doris C. Villar, SP Member, Asst. Minority Floor Leader

Mariano Y. Corro,

Chapter President, Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr.,

Rolando M. Villasencio,

Mario M. Rodriguez,

(O.B. – Cebu City), vice Mayor & Presiding Officer (OIC – City Mayor), tember, Majority Floor Leader

SP Member, Majority Floor Leader (O.B. – Tacloban City),

SP Member, Presiding Officer "Pro-Tempore"

RESOLUTION NO. 2018-049

A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC), WITH THE DEPARTMENT OF HEALTH (DOH) FOR THE IMPLEMENTATION OF THE DOH HUMAN RESOURCE FOR HEALTH (HRH) DEPLOYMENT PROGRAM.

WHEREAS, the City Mayor Richard I. Gomez through a 3rd Endorsement letter, dated February 9, 2018, forwarded to this august Body for consideration the Memorandum of Agreement (MOA) to be entered into by LGU-Ormoc with the Department of Health (DOH), represented by Minerva P. Molon, Regional Health Director, Region VIII, relative to the implementation of the DOH HRH Deployment Program, a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, Republic Act No. 7160, otherwise known as the Local Government Code (LGC) of 1991, states that the functions and responsibilities for the delivery of basic health services and other related facilities have been transferred from the DOH to the LGU;

WHEREAS, the decline in the availability, accessibility and quality of health services is attributed mainly to the lack of inadequate healthcare providers which is felt prominently in geographically isolated and disadvantaged areas;

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Res. No. 2018-049

WHEREAS, the DOH initiated the "Human Resource for Health (HRH) Deployment Program" to address the inadequacy of health workers in priority areas, to provide quality health services for marginalized, vulnerable and disadvantaged population of the country, and to complement the local government health workforce;

WHEREAS, the Program shall be implemented in partnership with the Local Government Units;

WHEREAS, the Assistant City Legal Officer has expressed an opinion, dated February 7, 2018, that the said MOA is not against the purposes and objectives of the DOH HRH Deployment Program and fines nothing legally objectionable to the basis, substance and purpose thereof, and that the same is likewise found to be in order, not detrimental to the interests of the City, not contrary to law, morals, and public policy, a copy of said letter opinion is hereto attached as Annex "B" and made an integral part hereof;

WHEREFORE, the subject MOA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, after thorough examination of the aforementioned request by the City Mayor, finds that the same is entered into for the best interests of the City and her constituents by ensuring access and quality health care services to everyone, thereby, deserving this august Body's prompt affirmative consideration;

NOW, THEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Vice-Chairman, Committee on Health and Sanitation and SP Member Benjamin S. Pongos, Jr., Chairman, Laws and Ordinances, severally seconded by SP Members Lea Doris C. Villar, Tomas R. Serafica, John Eulalio Nepomuceno O. Aparis II, Gregorio G. Yrastorza III, Mariano Y. Corro and Nolito M. Quilang; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC), WITH THE DEPARTMENT OF HEALTH (DOH) FOR THE IMPLEMENTATION OF THE DOTH HUMAN RESOURCE FOR HEALTH (HRH) DEPLOYMENT PROGRAM;

ADOPTED, February 22, 2018.

RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be submitted to the Sangguniang Panlungsod ng Ormoc for its information and files;

RESOLVED FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Jasper M. Lucero; the City Health Officer, Dr. Nelita D. Navales; the Regional Health Director, DOH, RO VIII, Dir. Minerva P. Molon; the OIC-City Director, DILG; and all other offices concerned for their information and guidance.

CARRIED UNANIMOUSLY.

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I HEREBY CERTIFY to the correctness of the foregoing resolution.

MARIA ANTONIETA G. CO HAT

(OIC - SP Secretary)

Supervising Administrative Officer

ATTESTED:

VINCENT L. RAMA (OIC – City Vice Mayor & Temporary Presiding Officer) Asst. Majority Floor Leader

SP Member

Memorandum of Agreement for the Implementation of the DOH Human Resource for Health Deployment Program

KNOW ALL MEN BY THESE PRESENT:

This AGREEMENT is entered into by and among:

The DEPARTMENT OF HEALTH (DOH), a government agency created and existing under the laws of the Republic of the Philippines, with principal office located at San Lazaro Compound Sta. Cruz, Manila herein represented by MINERVA F. MCLON, MD, MPH, CESOTIA his/her capacity as the Director of Regional Office Regional Office and herein referred to as the DOH;

AND

The CITY of ORMCC , Philippines, likewise a government agency created and existing under the laws of the Philippines, herein represented by its Mayor RICHARD I. GOMEZ and, with effice address located at Aunubing St., Comp. Ormce City, herein referred to as the Local Government Unit (LGU).

WITNESSETH

WHEREAS, Republic Act No. 7160 otherwise known as the Local Government Code (LGC) of 1991, states that the functions and responsibilities for the delivery of basic health services and other related facilities have been transferred from the DOH to the LGU;

WHEREAS, the DOH is mandated to serve as the lead agency in ensuring equity, access, and quality healthcare services. While the local government units (LGUs) have the primary mandate to finance and regulate the local health systems including the provision of human resources for health;

whereas, the decline in the availability, accessibility and quality of health services is attributed mainly to the lack or inadequate healthcare providers which is felt prominently in geographically isolated and disadvantaged areas;

WHEREAS, the county will encounter more complex problems in managing the health demands of the people if issues on the lack of the human resources for health in the will not be addressed

WHEREAS, the DOH initiated the "Human Resource for Health (HRH) Deployment Program" to address the inadequacy of health workers in priority areas, to provide quality health services for marginalized, vulnerable and disadvantaged population of the country, and to complement the local government health workforce.

WHEREAS, the HRH Deployment of Program is composed of several composite projects that aims to deploy competent and community-oriented HRH such as physicians, nurses, dentist, medical technologists and midwives among others.

WHEREAS, the Program shall be implemented in partnership with the Local Government Unit;

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NOW, THEREFORE, in consideration of the foregoing premises, by mutual consent, the parties do hereby enter into this covenant with terms and conditions here

SECTION I. Roles and Responsibilities of the Municipal Government:

- A. Ensure proper coordination with DOH through the DOH Regional Office and Health Human Resource Development Bureau (HHRDB) for implementation of HRH Deployment Program;
- B. Conduct pre-deployment orientation for deployed HRH; C. Provide capacity building activities for deployed HRH;
- D. Conduct regular monitoring and evaluation of deployed HRH as scheduled by the program as necessary;
- E. Provide the HRH logistical requirements such as, but not limited to, medicines, medical supplies and instruments, which may be needed in the course of the delivery of basic health services;
- F. Allow the HRH to attend trainings/courses conducted by the DOH to its collaborating agencies in line with their continuing education and training under the Program;
- G: Ensures health and security of HRH who renders night shift duty. Observe eight (8) hours per day or forty (40) hours per week working hours strictly

SECTION II. Roles and Responsibilities of the Provincial Health Office;

- A. Provides technical assistance to the HRH through relevant trainings, coaching and mentoring
- B. Provides logistic support to the HRH based on their regular resource allocation

SECTION III. Responsibilities of the DOH

The DOH Regional Office (RO) through the Human Resource and Development Unit (HRDU) shall:

- A. Recruit, select, hire and deploy NRH based on program guidelines
- B. Provide technical supervision over the deployed HPJI
- C. Exercise administrative and technical supervision over the deployed HRH through the Development Management Office for the Regional Offices or Provincial Health Office for DOH ARMM in close coordination with the concerned Rural Nealth Unit officials or Local Chief Executives;
- D. Responsible for the regional orientation of hired HRH
- Conduct semi-annual Consultative Workshop/Meetings (1st and 3rd quarter) for the ARH in the region
 - Facilitates the attendance of the HRH in relevant trainings and Consultative Workshops/ Meetings for the program
- Monitor and evaluate the implementation of the program quarterly and annually in partnership with the Local Health Assistance Division of the DOH Regional Office.

The DOH RO through the Local Health Assistance Division shall:

- A. Provide assistance in local health system development
- B. Conduct social preparation activities at the LGU level including:
 - Orientation of LCE, RHU personnel and Sangguniang Bayan on the Program
 - MOA signing between the RO Director and LCE before the deployment
 - Conduct the HRH to their areas of assignment

The DOH Central Office through the Health Human Resource Development Bureau OFFICE OF THE CITY MAYOR

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- A. Provide incentives, logistics and technical support as an integral part of the program;
- B. Ensure that the training, monitoring and evaluation are regularly conducted with the assistance of the RO and the Provincial Health Offices;
- C. Facilitate the conduct of trainings, continuing education (CME) for the deployed HRH

SECTION IV. Roles and Responsibilities of the HRH:

- A. Perform diligently the duties and functions stated in their Contract of Service
- B. Implement systems, programs and projects based on the priority of DOH;
- C. Formulates evidenced-based action plans relative to their assignment as necessary;
- D. Assist in mobilization of resources for programs and projects related to public health and RHU operation;
- E. Attend to capability building interventions and initiatives for health workers;
- F. Assist in the implementation of advocacy projects and strategies for health programs;
- G. Assist in the conduct epidemiology investigation whenever necessary;
- H: Assist in the implementation and management of health information system including recording and reporting of data:
- I. Assist during health emergencies and disasters
- J. Performs other related functions as may be assigned by the DOH

The deployed HRH shall perform work at a time and schedule to be agreed upon by all parties, such as, but not limited to the following:

- A. Complete the eight (8) working hours per day or forty (40) working hours a week
- B. Render night shift duty together with an organic RHU staff as deemed necessary
- C. Work under the direct supervision of the DOH Provincial Health Team Leader / DOH Development Management Officers (DMOs) / Provincial Health Officers (PHOs) in coordination with the Municipal Health Officer or the designated officer-in-charge.
- D. Submit Daily Time Records (DTRs), Accomplishment Reports required by the respective Regional Offices and other administrative related documents / reports required from all deployed HRH signed / approved by respective DMOs, PHOs, or authorized signatories of Integrated Provincial Health Offices (IPNOs) in ARMM.
- E. Submit other necessary documents and records for purposes of program monitoring and evaluation as may be required by the Regional Offices.
- F. Report to the respective DMOs / immediate supervisor, DOH Regional Office, DOH-ARMM or HHRDB as necessary, any untoward events that can threaten his/her safety and security and that of his/her community.

LL PARTIES FURTHER AGREE THAT:

- A. The Memorandum of Agreement shall not be amended or modified without the consent of the contracting parties.
- B. This Agreement shall take effect immediately upon signing hereof and shall remain in force and in effect until revoked, modified, or amended accordingly.
- C. The HRH shall be pulled out from his/yer area of assignment if the municipal government fails to comply with the provisions stipulated under this Memorandum of Agreement and where there is a grave threat to his/her personal safety.

SHAPED MA. VICTORIA LIMP DELA CERNA
CITY GOVT. ASST. DEPT. HEAD 1

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WHEREOF, in view of the foregoing covenants, the parties here to mutually bind themselves the full responsibility and accountability to the stipulated conditions contained herein.

	REOF, the PARTIES have here unto signed this in the Oity of ORMOG
, this	day of 6 AFA
MITTOWA F. MCLOW ED. IP	H.Frea, Coso III How. Fict / I. Scarsz
RO Director	City Mayor
	City Mayor
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Before me personally	y appeared the above-mentioned parties with their
rresponding any valid Gover	ment ID:
me MINUDVA F.: MCLOVA vernment ID 20030	AD.N. PPFA.CTS. III HOM. PICHAMO I. GOMEZ
te of Issue	MCI - 85-028343
of issue	
Known to me to be the	same persons who executed the foregoing instrument, and
y acknowledgement to me th	ne same their free act and deed.
(nowledgement is written be	sting of four (4) pages, including the page on which this
	as been signed on the left margin of each and every page I parties and sealed with my notarial seal.
IN WITNESS WHERE	OF, I have hereunto set my hand this 16 APR 2018
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	MA VICTADIA IVANGELIA CERVA
	SIGNATOR LINA F. D. A CERNA