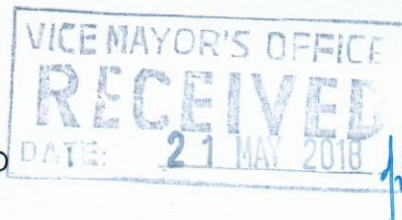


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 MAY 17, 2018



PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Rolando M. Villasencio,	SP Member, Majority Floor Leader
Vincent L. Rama,	SP Member, Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III	SP Member
Mariano Y. Corro,	Ex-Officio SP Member
	Chapter President, Liga ng mga Barangay ng Ormoc

ON LEAVE:

Mario M. Rodriguez	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar	SP Member, Asst. Minority Floor Leader

RESOLUTION NO. 2018-113

A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE TERMS OF PARTNERSHIP FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE DEPARTMENT OF HEALTH- REGIONAL OFFICE VIII (DOH-RO VIII) REPRESENTED BY DIRECTOR MINERVA P. MOLON, FOR THE MANAGEMENT AND IMPLEMENTATION OF THE 2017-2019 LOCAL INVESTMENT PLAN FOR HEALTH (LIPH) AS CONTAINED IN THE APPROVED 2018 ANNUAL OPERATIONAL PLAN (2018 AOP) OF LGU-ORMOC.

WHEREAS, this Sanggunian was in receipt of an Endorsement Letter from the Office of the City Mayor dated April 11, 2018 requesting for the issuance of a Resolution granting authority to the City Mayor to enter into and sign the Terms of Partnership to be executed between the LGU-Ormoc, through the City Mayor Richard I. Gomez or the Acting City Mayor, and the DOH RO VIII, as represented by Director Minerva P. Molon, for the management and implementation of the 2017-2019 Local Investment Plan for Health (LIPH) as contained in the approved 2018 Annual Operational Plan (AOP) of LGU-Ormoc;

WHEREAS, Republic Act (RA) 7160 otherwise known as the 1991 Local Government Code mandated for the devolution of the delivery of health services and facilities as one of the basic functions and responsibilities of all Local Government Units or LGUs at all levels;

WHEREAS, upon the formulation of the 2017-2019 LIPH by the LGU-Ormoc, and through the LIPH Team, LGU-Ormoc was able to assess the health needs of the community down to the Barangay level, and thereafter, incorporated it into the Annual Operation Plan (AOP) for 2018;

WHEREAS, the LIPH is the key instrument in forging the Department of Health (DOH) and Local Government Unit (LGU) partnership to carry out the three (3) guarantees of the Philippine Health Agenda (PHA) for 2016-2022, to wit: (1) quality services for both the sick and the well, for all life stages and triple burden of disease; (2) functional service delivery networks; (3) and universal health insurance in order to attain health related Sustainable Development Goals (SDGs), financial risk protection and better health outcomes and responsiveness;

WHEREAS, LGU-Ormoc agrees to implement health sector reforms consistent with the PHA 2016-2022 and has proven its capacity to utilize investment and sustain the reform process and likewise, to fund the programs, projects and activities under the LIPH through its own financing sources, and through available funds from development partners which should be coordinated with the DOH;

WHEREAS, to formalize and to confirm the commitment of LGU-Ormoc and DOH RO VIII, the parties should agree to enter into an agreement in pursuit of the foregoing premises and to cover the management and implementation of the 2017-2019 LIPH, as contained in the approved 2018 AOP for 2018 of the City of Ormoc with a focus on the achievement of improved local health system performance consistent with the PHA 2016-2022 and other external benchmarks set forth in the agreement;

WHEREAS, the subject Terms of Partnership has been reviewed by the Office of the City Legal Office through the City Legal Officer, Atty. Jasper M. Lucero, and finds that the Terms of Partnership, the subject matter herein, to be in order, not detrimental to the interests of the City, not contrary to law, morals and public policy, and further recommending that an SP Resolution be secured for the Authority of the Mayor to sign the same, a copy of said opinion is herein attached as annex "A" and made an integral part hereof;

WHEREAS, upon close and thorough review of the Terms of Partnership, this august Body finds that it is geared towards the improvement of the delivery of health services in the City of Ormoc and does not contain any provisions that may adversely affect the interest of the city and overall, is truly beneficial to LGU-Ormoc therefore, most deserving of full support and affirmative action;

WHEREFORE, on joint motion presented by SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances and SP Member Eusebio Gerardo S. Penserga, Vice-Chairman, Committee on Health & Sanitation, severally seconded by SP Members Vincent L. Rama, Tomas R. Serafica and Mariano Y. Corro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR TO ENTER INTO AND SIGN THE TERMS OF PARTNERSHIP FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE DEPARTMENT OF HEALTH- REGIONAL OFFICE VIII (DOH-RO VIII) REPRESENTED BY DIRECTOR MINERVA P. MOLON, FOR THE MANAGEMENT AND IMPLEMENTATION OF THE 2017-2019 LOCAL INVESTMENT PLAN FOR HEALTH (LIPH) AS CONTAINED IN THE APPROVED 2018 ANNUAL OPERATIONAL PLAN (2018 AOP) OF LGU-ORMOC;

ADOPTED, May 17, 2018.

Res. No. 2018-113

RESOLVED, FURTHER, that a copy of the duly notarized Terms of Partnership be submitted to this Sanggunian 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; the City Budget Officer; the OIC-City Accountant; the City Treasurer; the City Auditor; the City Health Officer; the DOH-RO VIII Director, Dr. Minerva P. Molon; the OIC-City Director, DILG, Engr. Jesus Jeremy D. Bagares; and other offices concerned;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer



Republic of the Philippines
OFFICE OF THE CITY LEGAL OFFICER
Ormoc City, Leyte

OFFICE OF THE CITY MAYOR	
RECEIVED	
DATE:	4-5-18
TIME:	9:00
SIGNATURE:	<i>[Signature]</i>

05 April 2018

MA. VICTORIA LYRA P. DELA CERNA
City Govt. Asst. Dept. Head I
City Mayor's Office
LGU-Ormoc City

Re: Review of Terms of Partnership Between LGU Ormoc and DOH-RO VIII

Dear Ms. Dela Cerna:

The undersigned has reviewed the draft Terms of Partnership and finds the same to be in order, not detrimental to the interests of the City, not contrary to law, morals and public policy.

The undersigned recommends that an SP Resolution be secured for the Authority of the Mayor to sign the same.

Thank you.

Very Truly Yours,

[Signature]
ATTY. JASPER M. LUCERO
City Legal Officer

[Signature]
CORNELIO M. B. LASANG
ADMINISTRATIVE AIDE I

TERMS OF PARTNERSHIP

(Annual Operational Plan CY 2018)

KNOW ALL MEN BY THIS PRESENTS:

This Terms of Partnership (TOP) is made and entered *by and between*:

The **Department of Health - Regional Office VIII**, a regional government agency created and existing under the laws of the Republic of the Philippines with principal office address at **Government Center, Candahug, Palo, Leyte** herein represented by the **Director IV, MINERVA P. MOLON, MD, MPH, FPPA, CESO III**, and hereinafter referred to as the **"DOH-RO VIII"**;

and

The **City Government of Ormoc**, a Local Government Unit established and existing under the laws and regulations of the Republic of the Philippines, with principal office address at **Ormoc City Hall Building, Anubing Street, Government Center, Ormoc City, Leyte** represented by **HON. RICHARD I. GOMEZ**, in his capacity as the **City Mayor**, as duly authorized by the Sangguniang Panlalawigan/Panglunsod under Resolution No. _____ dated _____, hereinafter referred to as the **"CITY"**;

WITNESSETH

WHEREAS, Section 11, Article XIII of the 1987 Philippine Constitution provides, among others, that the State shall adopt an integrated and comprehensive approach to health development, which shall endeavor to make essential goods, health and social services available to all people at affordable cost;

WHEREAS, Republic Act 7160 otherwise known as the 1991 Local Government Code mandated for the devolution of the delivery of health services and facilities as one of the basic functions and responsibilities of all Local Government Units or LGUs at all levels;

WHEREAS, "All for Health toward Health for All" has been adopted as the theme for the **Philippine Health Agenda (PHA) for 2016-2022** to guarantee 1) quality services for both the sick and the well, for all life stages and triple burden of disease, 2) functional service delivery networks; and, 3) universal health insurance, in order to attain health-related Sustainable Development Goals (SDGs), financial risk protection, better health outcomes and responsiveness;

WHEREAS, the **Local Investment Plan for Health (LIPH)** is the key instrument in forging the Department of Health (DOH) and Local Government Unit (LGU) partnership to carry out the three (3) guarantees of the **PHA 2016-2022**; the LIPH will serve as a vehicle in implementing and consolidating support for health reforms at the city level to attain health-related Sustainable Development Goals (SDGs), financial risk protection, better health outcomes and responsiveness;

WHEREAS, the **City of Ormoc** has agreed to implement health sector reforms consistent with the **PHA 2016-2022** and has proven its capacity to utilize investment and sustain the reform process, among others;

WHEREAS, the **City of Ormoc** in partnership with their component LGUs, have agreed to fund and implement the programs, projects and activities under their respective LIPHs through their own financing source, and through available funds from development partners which should be coordinated with the DOH;

WHEREAS, the **City of Ormoc** has prepared its 2017-2019 LIPH and 2018 Annual Operational Plan (AOP) which have been reviewed by the City and DOH's Regional Appraisal Committee, and modified as necessary following the recommendations of the above;

NOW THEREFORE, in consideration of the foregoing premises, and by way of formalizing and confirming the commitment of the City and the DOH-RO, the parties hereby agree to enter into agreement in accordance with the terms and conditions hereunder set forth:

RENE V. YANSON, CPA
Regional Accountant, DOH-RO VIII

NELITA D. NAVALES, MD
City Health Officer

PAULA PAZ M. SYDIONGCO, MD, MPH, CESO IV
Director III, DOH-RO VIII

MINERVA P. MOLON, MD, MPH, PFFA, CESO III
Director IV, DOH-RO VIII

HON. RICHARD I. GOMEZ
City Mayor

ARTICLE I PROGRAM IMPLEMENTATION ARRANGEMENT

1.1 Program Coverage

This agreement shall cover the management and implementation of the **2017-2019 LIPH**, as contained in the approved **2018 AOP (Annex)**, and shall focus on the achievement of improved local health system performance consistent with the **PHA 2016-2022** and the internal and external benchmarks set in **Article II Section 2.1, Table 2** of this agreement.

1.2 Program Funding

The implementation of the **2017-2019 LIPH** through its approved **2018 AOP** shall be funded by various sources which may include the following: 1) Cash transfers from the DOH-RO, 2) Support in kind or commodities from the DOH regular budget of the Central Office coursed through its ROs, 3) PhilHealth reimbursements, 4) Local Government Unit Funds, and 5) Other funds identified by DOH-RO and LGU, including funds from Development Partners, and other stakeholders.

The fund assistance from DOH-RO shall also include a variable allocation or a performance-based entitlement that shall be released as indicated in Article II of this agreement.

1.3 Roles and Responsibilities

A. The City shall:

The City hereby adheres to an integrated implementation of the **PHA 2016-2022** components as embodied in the 2017-2019 LIPH and the approved 2018 AOP, and commits to the principles and conditions set forth and to this end, shall:

1. Issue executive instruments or local legislations, whenever necessary, for the effective implementation of the 2017-2019 LIPH, through the approved 2018 AOP;
2. Secure the participation and cooperation of its component LGUs in carrying out local initiatives or activities pursuant to a city-wide implementation of the LIPH through the approved 2018 AOP to include but not limited to:
 - 2.1 Secure increased, better and sustained financing for health
 - 2.2 Assure the quality and affordability of health goods and services
 - 2.3 Ensure access to and availability of essential and basic health packages
 - 2.4 Improve performance of the health system;
3. Allocate, release and use, together with its component LGUs, funds that are necessary for the city-wide implementation of the approved 2018 AOP:
 - 3.1 Be guided by the approved 2018 AOP in the disbursement of funds;
 - 3.2 Establish and maintain a **TRUST ACCOUNT** in a government depository bank to be known as "**DOH/PHIC Health Fund**" for the funds releases, provided that separate ledgers and/or sub-ledgers shall be maintained by the City for each and every type of resource transfer/PHIC reimbursement from the DOH and PHIC;
 - 3.3 Ensure all funds, including grants proceeds and counterpart, shall flow directly to the City Trust Fund, as appropriate, and/or shall be automatically appropriated for the implementation of the approved 2018 AOP:
 - 3.3.1 Assure that adequate funds shall be made available to:
 - a. Implement the National Health Insurance Program, i.e., enrollment of indigents and informal sector outside of the DOH-funded LISTAHANAN beneficiaries;
 - b. Support the organization, mobilization and training of community health workers, and other health workers under the DOH Health Human Resource Development Bureau Deployment Program throughout the City-wide Health System (CWHS);
 - c. Support/Enable the three (3) Guarantees of the **PHA 2016-2022**;
4. Take all steps in meeting the technical requirements and operational conditions that are pre-requisites for the release of grant allocations for specific programs;
 - 4.1 Prepare and submit, in a timely manner/within the deadline set/agreed, to the DOH-RO Quarterly Progress Monitoring Reports (PMR) and the LGU Scorecard data, including

Urban HEART data for Highly Urbanized Cities (HUCs), if available, and use these as basis for prioritization in intervention planning and budget allocation;

- 4.2 Upgrade/enhance the administrative and operational capabilities of its local health facilities to conform to the existing accreditation and licensing standards;
- 4.3 Be responsible for the compliance with all applicable procedures, rules and regulations, environmental and zoning laws and regulations, and that all necessary licenses and permits are obtained prior to the commencement of civil works; and

5. Organize expanded Local Health Boards (LHB) at every level to implement the **PHA 2016-2022**. The expanded LHB or Local Implementation Coordination Team (LICT) for Health may include PHIC, and representatives of relevant National Government Agencies, Civil Society Organizations (CSOs), and other relevant partners;

B. The Department of Health – Regional Office (DOH-RO) shall:

1. Coordinate the support from National Government Agencies (NGAs) and their instrumentalities to the City for the implementation of the 2017-2019 LIPH, through its approved 2018 AOP;
 - 1.1 Maintain stewardship function over DOH funds provided to CWHS to support attainment of goals and objectives of the approved 2018 AOP;
2. Issue the necessary policies to mobilize its offices to assist in the city-wide implementation of the approved 2018 AOP;
 - 2.1 Ensure the timely release of funds to the City or to component LGUs of P/CWHS, when necessary, based on the verified physical, financial, and technical accomplishment reports;
3. Advocate for the issuance of local executive policies or legislative enactments by the component LGUs in the CWHS that are necessary for the implementation of the approved 2018 AOP;
4. Deliver the necessary technical assistance (TA) to the City;
 - 4.1 Provide logistical and technical support to the City for the overall planning, management, and coordination of priority activities and programs to ensure smooth and efficient implementation of the approved 2018 AOP;
5. Undertake the Monitoring and Evaluation (M & E) with respect to the performance of the CWHS in implementing the approved 2018 AOP;
 - 5.1 Ensure verification and validation of submitted LGU Scorecard data and other accomplishment reports;
6. Facilitate and arrange the provision and release of financing grants in accordance with M & E results and the submitted approved 2018 AOP by the City;
 - 6.1 Release the funds and commodities to the City based on the technical guidelines issued by DOH;
 - 6.2 Authorize the City to manage the DOH cash transfers and support in kind (commodities) as it implements the approved 2018 AOP to produce the deliverables and outputs indicated in this Agreement;
 - 6.3 Ensure compliance with existing COA rules and regulations; and
7. Assist in building the capacity of the CWHS related with the implementation of the approved 2018 AOP.

**ARTICLE II
RESOURCES AND FINANCIAL OBLIGATIONS**

2.1 Resources from National Government and Local Government Unit

- 2.1.1 The City shall receive an estimated allocation of Php_____ support (cash and equivalent commodities) from the National Government-DOH for the implementation of the approved 2018 AOP, in addition to the variable allocation or performance-based entitlement, as shown in Table 1 below:

RENE V. YANSON, CPA
Regional Accountant, DOH-RO VIII

NELITA D. NAVALES, MD
City Health Officer

PAULA PAZ M. SYDIONGCO, MD, MPH, CESO IV
Director II, DOH-RO VIII

MINERVA P. MOLON, MD, MPH, PFFA, CESO III
Director IV, DOH-RO VIII

HON. RICHARD I. GOMEZ
City Mayor





Table 1. Resources from DOH and LGU to support implementation of 2018 AOP

Fund Allocations	Total Amount (Php)	Notes
A. DOH (CO & RO) Counterpart	(Amounts to be filled up by RO)	
1. <i>Fixed Tranche</i>	1,650,000.00	
2. <i>Health Facilities Enhancement Program (HFEP)</i>	450,000.00	Based on HFEP record on the Infrastructure and Equipment projects for the province.
3. <i>Human Resource for Health (HRH) Deployment</i>	13,995,240.00	Allocated amount for HRH Deployment for the City. This is based on the slots and actual amount will depend on factors such as slots filled up takers of position, actual time rendered by HR to service, and others.
4. Commodities a. Vaccines b. TB Drugs c. DOH Maintenance Drugs	14,712,754.70 321,432.40 380,304.22	Estimated amount of commodities provided to the province base on previous year allocations provision. Actual assistance will depend on the commodities downloaded by Central Office to Regional Office or by Central Office to LGU.
5. Cash transfers (from programs/projects), if any		
6. Others		With fund allocation but the activities, e.g., procurement, training, etc., will be undertaken by DOH CO or RO based on existing guidelines
7. <i>Variable Tranche (Performance-based Entitlement)</i>	375,000.00	Allocation will depend on the performance as described in Article II Section 2.1.2 of this agreement.
Total		
B. LGU Counterpart	(Amounts to be filled up by RO PHO CHO)	(Based on the approved AOP, please cite the details of the LGU counterpart and its equivalent cost, i.e., human resources, job orders (MD, RHM, PHN, others), trainings workshops, meetings, advocacy, IEC materials, logistics commodities, others)
1. <i>M/BLGU Counterpart</i>	-	
2. <i>P/CLGU Counterpart</i>	114,601,797.59	
Total	114,601,797.59	
C. Development Partner Counterpart, if any	(Amount to be filled up by RO PHO CHO)	Based on the concurred amount by Development Partners (EU/AECID/USAID/UNICEF, others, as applicable) in the agreement
1. <i>PHILHEALTH (MCP-DHC)</i>	1,593,033.24	

2.1.2 The allocation for Variable Tranche or performance-based entitlement shall be computed by the DOH-RO based on the latest available LGU Scorecard results of the Province/City, for indicators shown in Table 2:

2.1.3 The CLGU & BLGU counterparts shall be based on the approved 2018 AOP which is included by the city & its component LGUs in their Annual Investment Plan as per Joint Memorandum Circular No. 1 s. 2007 of DILG/NEDA/DBM/DOF on the harmonization of local planning, investment programming, revenue administration, budgeting and expenditure management;

Table 2. Indicators for Performance Assessment

PERFORMANCE INDICATORS (1)	2015 Performance (2) Indicate Actual Value	2016 Performance (3) Indicate Actual Value	Internal Benchmark (40%) (4) Indicate if ↑, →, ↓, or No Data	2012 National Baseline (6)	2016 National Target (7)	External Benchmark (60%) (5) Indicate if GREEN, YELLOW, RED or No Data
1. Percentage of RHUs/Health Centers Engaged with PHIC on Primary Care Benefit 1 Package	100	100	=	37.54	100	
2. Percentage of RHUs/Health Centers Engaged with PHIC on Maternity Care Package	86.00	100	↑	34.93	100	
3. Percentage of RHUs/Health Centers Engaged with PHIC on TB-DOTS	14.29	14.29	=	31.2	100	
4. TB Case Detection Rate	69.00	73.00	↑	82.78	90	

5. TB Treatment Success Rate	85.05	80.00	↓	82.53	90	●
6. Percentage of Facility Based Deliveries	96.87	97.81	↑	73.87	90	●
7. Contraceptive Prevalence Rate	50.61	45.02	↓	39.31	65	○
8. Percentage of Fully Immunized Child	86.70	74.65	↓	76.91	95	●
9. Percentage of HHs with Access to Safe Water	98.24	98.14	↑	84.06	88	●
10. Percentage of HHs with Sanitary Toilet Facilities	78.74	81.04	↑	80.9	90	○
TOTAL NUMBER OF RATINGS (↑ and Greens)		Total # of ↑: —	6		Total # of Greens: —	4
PERCENTAGE OF ENTITLEMENT		Equivalent %age of entitlement based on Instruction below: —	75%		Equivalent %age of entitlement based on Instruction below: —	50%
TOTAL VARIABLE TRANCHE ENTITLEMENT		Equivalent % x 40% of Total VT: 300,000.00	225,000.00		Equivalent % x 60% of Total VT: 450,000.00	225,000.00

Legend:		Internal Benchmark		External Benchmark	
↑	Performance in current year is better than previous year	●	Green - Performance is equal to or better than 2016 National Target	○	Yellow - Performance is equal to or better than 2012 National Average but lower than 2016 National Target
↓	Performance of the current year is not as good as previous year	●	Red - Performance is lower than 2012 National Average	○	Grey - No Data Available
→	No change from previous year	○	Black - Non-Endemic Not Applicable		
○	No Data				

Below is a guide in the computation of the Variable Tranche Entitlement based on the above performance indicators:

RENE V. YANSON, CPA
Regional Accountant, DOH-RO VIII

NELITA D. NAVALES, MD
City Health Officer

PAULA PAZ M. SYDIONGCO, MD, MPH, CESO IV
Director III, DOH-RO VIII

MINERVA P. MOLON, MD, MPH, PFFA, CESO III
Director IV, DOH-RO VIII

HON. RICHARD I. GOMEZ
City Mayor

Internal Benchmark Entitlement (40% VT)		External Benchmark Entitlement (60% VT)	
Instructions:		Instructions:	
1. Count the up-arrows ↑ first		1. Count the color Greens first (including previously endemic provinces that became non-endemic)	
2. Sum up the = of up-arrows ↑ and match the totals to the equivalent % of entitlement below		2. Sum up the = of Greens and match the totals to the equivalent % of entitlement below	
3. Multiply the equivalent % of entitlement to 40% of Variable Tranche		3. Multiply the equivalent % of entitlement to 60% of Variable Tranche	
e.g. If the total amount of VT is Php 750,000.00: 40% of Php 750,000 is Php 300,000.00 If the total = of ↑ is 5, the LGU will get Php 150,000.00 50% of Php 300,000.00		e.g. If the total amount of VT is Php 750,000.00: 60% of Php 750,000 is Php 450,000.00 If the total = of Greens is 8, the LGU will get Php 337,500.00 75% of Php 450,000.00	
Performance Indicators	Equivalent % of Entitlement	Performance Indicators	Equivalent % of Entitlement
1 (↑) to 3 (↑)	25%	1(G) to 3(G)	25%
4 (↑) to 5 (↑)	50%	4(G) to 5(G)	50%
6 (↑) to 8 (↑)	75%	6(G) to 8(G)	75%
9 (↑) to 10 (↑)	100%	9(G) to 10(G)	100%

2.1.4 Transfer of funds and commodities shall adhere to Department Memorandum No. 2017-0394 dated September 11, 2017 re "Guidelines for the Work and Financial Plan 2018" which contain the technical guidelines on the release and transfer of resources from the DOH-RO to City Local Government Units, and specify the sources and uses of the resources including the expected outputs/deliverables;

2.1.5 All disbursements, utilization and accounting of resources transferred by DOH-RO shall strictly adhere to all government budgeting, accounting and auditing rules and regulations;

2.1.6 The DOH-RO shall secure the release of fund assistance through regular government funds flow procedures;

2.1.7 The DOH-RO shall also secure the release of other financial assistance from other Development Partners, when available.

2.2 The City shall:

2.2.1 Manage the program resources and ensure the delivery of inputs (e.g. rehabilitation works, equipment, capacity building, etc.) to the lower levels of local government to produce required outputs;

2.2.2 Authorize the DOH-RO to manage/co-manage the funds allocated to the City in the event that the City fails to liquidate the funds previously transferred to the City;

2.2.3 Contribute to and facilitate monitoring, evaluation, and audit activities that shall be conducted in the course of the program.

2.2.4 Submit a copy of "Certification by the Accountant that funds previously transferred to the Implementing Agency (IA) has been liquidated and accounted for in the books" (per COA Circular 2016-002 dated 31 May 2016) to the DOH-RO before the end of Q2 of the succeeding year and to refund expenditures disallowed by audit;

2.2.5 Comply with the existing and subsequent issuances of the DOH on funds and commodity transfer containing technical guidelines for the release and transfer of resources from the DOH through the RO to City Local Government Units; and

2.2.6 Comply with the accounting and auditing rules and regulations.

ARTICLE III Miscellaneous

3.1 Mutual Obligations

The DOH-RO and the City agree to perform, fulfill, abide by, and submit to any and all of the provisions and requirements and all matters related, contained or expressed or reasonably inferred from this Agreement. All unobligated amounts from DOH support funds shall be applied according to modalities determined by the DOH-RO and City. The City shall abide by the decisions of the DOH-RO in this regard.

3.2 Duration and Effectivity

The DOH-RO and City agree that the provisions herein described shall cover activities from _____ to _____.

This Agreement shall be terminated upon satisfactory fulfillment of all the terms and conditions embodied herein but not later than _____. Any modification or amendments to this Agreement as proposed by either party shall mutually be agreed upon in writing by all the parties hereto.

3.3 Notices

All notices called for by the terms of this Agreement shall become effective only at the time of receipt thereof and only when received by the parties to whom they are addressed:

For the DOH-RO:

MINERVA P. MOLON, MD, MPH, FPPA, CESO III
Director IV

For the City:

RICHARD I. GOMEZ
City Mayor

3.4 Integration

The DOH-RO and the City agree that this Agreement expresses and integrates all agreements, promises, and covenants of the parties and supersedes all prior negotiations understanding and agreements, whether written or oral and that no modification or alteration of this Agreement shall be valid or binding on either party unless expressed in writing and in agreement of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names in _____, Republic of the Philippines:

	<u>For the Department of Health -Regional Office</u>	<u>For the Province/City</u>
Signature		
Printed Name	MINERVA P. MOLON, MD, MPH, FPPA, CESO III	HON. RICHARD I. GOMEZ
Position	Director IV, DOH-RO VIII	City Mayor
Date		

Signed in the Presence of:

PAULA PAZ M. SYDIONGCO, MD, MPH, CESO IV
Director III, DOH-RO VIII

NELITA NAVALES
City Health Officer

RENE V. YANSON
Regional Accountant, DOH-RO VIII

ACKNOWLEDGEMENT

Republic of the Philippines
City of _____

Before me, this _____ day of _____, 20__ in the City of _____,
Philippines, personally appeared:

MINERVA P. MOLON, MD, MPH, FFPA,
CESO III

Director IV, DOH-RO

ID Number _____

HON. RICHARD I. GOMEZ

City Mayor

ID Number _____

known to me to be the same persons who executed the foregoing instrument, and they acknowledge that the same is their free and voluntary act and deed.

This instrument consisting of seven (7) pages including this page on which the acknowledgement is written has been signed on each and every page thereof by the parties and their instrumental witness.

WITNESS MY HAND AND SEAL, at the place on the date first written above.

Doc.: _____
Page No. _____
Book No. _____
Series of _____