REPUBLIKA NG PILIPINAS SANGGUNIANG PANLUNGSOD LUNGSOD NG ORMOC

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD AT THE SANGGUNIANG PANLUNGSOD SESSION HALL ON AUGUST 20, 2019

PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member

VICE MAYO

SP Member

SP Member SP Member

SP Member

Ex-Officio SP Member, Chapter President,

Liga ng mga Barangay ng Ormoc Ex-Officio SP Member, Chapter President,

Jasper C. Yerro, Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2019-031

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 TO BE EXECUTED BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF ORMOC(LGU-ORMOC) AND THE DEPARTMENT HEALTH-**OF EASTERN** VISAYAS **CENTER FOR** HEALTH DEVELOPMENT FOR THE ANNUAL OPERATION PLAN CY 2019.

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated August 05, 2019 from Acting City Mayor Leo Carmelo L. Locsin, Jr., relative to the Terms of Partnership to be executed by and between the Local Government Unit of Ormoc (LGU-Ormoc) with the Department of Health- Eastern Visayas Center for Health Development relative to the Annual Operation Plan CY 2019, a copy of the final Terms of Partnership is hereto attached as Annex "A" and made an integral part hereof;

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 an affordable cost;

WHEREAS, Republic Act No. 7160, otherwise known as the Local Government Code of 1991, mandated the devolution of the delivery of health services and facilities as one of the basic functions and responsibilities of all Local Government Units (LGUs) at all levels;

H

WHEREAS, the Fourmula One Plus For Health (F1) with its tagline "Boosting Universal Health Care" is the new strategic framework for the Health Sector Reform to attain the goals outlined by the Philippine Government in the Philippine Development Plan, the Sustainable Development Goals, and The Ambisyon Natin 2040, specifically for the health sector for the goals of better health outcomes, more equitable health care financing and a more responsive health system;

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 Fourmula One Plus For Health and that the LIPH will serve as a vehicle in implementing and consolidating support for health reforms at the City Level;

WHEREAS, through the implementation of the programs, projects and activities under the LIPH, the city's health programs can be more responsive to the health needs of the population including vaccines and the provision of health services to all Ormocanons, especially to the most vulnerable sectors of the population;

WHEREAS, the parties thereto are committed in collaborating to enter into this partnership and understanding with full knowledge, commitment and willingness in the fulfillment of their responsibilities contained thereon and that are directed towards the successful implementation of the Annual Operation Plan CY 2019;

WHEREAS, this Sanggunian finds this MCA in order, pursuant to the provisions of Section 455, Paragraph (b) (1) (vi) of Republic Act 7160, otherwise known as the Local Government Code of 1991, which authorizes the City Mayor to represent the city in all its business transactions and sign in its behalf all bonds, contracts and obligations, and such other documents upon authority of the Sangguniang Panlungsod concerned pursuant to law or ordinance;

WHEREAS, in the attached Terms of Partnership, the City Legal Officer, Atty. Josephine Mejia-Romero, has certified that she has reviewed the aforementioned document and that it is not contrary to laws and approves of the same for the issuance of a Resolution authorizing the City Mayor to sign the same;

WHEREAS, the Terms of Partnership clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and responsibilities, towards the implementation and attainment of the ends of the same, and this Sanggunian finds that after thorough examination and review, that the requested authority is beneficial to the City of Ormoc in terms of providing better and more efficient health services to its constituents and is, therefore, most deserving of this august Body's utmost support and favorable consideration;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health & Sanitation and SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws & Ordinances, severally seconded by SP Members Tomas R. Serafica, Esteban V. Laurente, Jasper C. Yerro and Lalaine A. Marcos; 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 TERMS OF PARTNERSHIP TO BE EXECUTED BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF ORMOC(LGU-ORMOC) AND THE DEPARTMENT OF HEALTH-EASTERN VISAYAS CENTER FOR HEALTH DEVELOPMENT FOR THE ANNUAL OPERATION PLAN CY 2019;

ADOPTED, August 20, 2019.

Res. No. 2019-031

RESOLVED FURTHER, that a copy of the final and notarized Terms of Partnership be furnished 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, Atty. Josephine Mejia-Romero; the City Health Office; the Department of Health - Eastern Visayas Center for Health Development; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

NANCY I. LOPENA (OIC – SP Secretary) Local Legislative Staff Officer V

ATTESTED:

LEO CARMELO L. LOCSIN, JR. City Vice Mayor & Presiding Officer fro- 46.2019-631

(Annual Operational Plan CY 2019)

TERMS OF PARTNERSHIP

REVIEWED	
ORMOC CITY LEGAL OFFICE	
- APPROVED NA UNTYMY	P
- SEPARATE CPINION LOW	1
BY: Josephy 15 2016 DATE:	
Urmod GRy Legal Officer	

KNOW ALL MEN BY THIS PRESENTS:

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

The Department of Health -Eastern Visayas Center for Health Development, 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-EV CHD";

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 HON. RICHARD I. GOMEZ, in his capacity as the City Mayor, as duly authorized by the Sangguniang Panlalawigan/Panglunsod under Resolution No. _ 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

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

WHEREAS, the Fourmala One Plus For Health with its tagline "Boosting Universal Health Care" is the new strategic framework for Health Sector Reform to attain the goals outlined by the Philippine Government in the Philippine Development Plan, the Sustainable Development Goals, and The Ambisyon Natin 2040, specifically for the health sector, goals of better health outcomes, more equitable health care financing, and more responsive health system;

WHEREAS, the Fourmula One Plus For Health shall organize critical initiatives in health into four strategic pillars, namely: Financing, Regulation, Service Delivery, Governance, plus a cross cutting initiative on Performance Accountability;

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 Fourmula One Plus For Health; the LIPH will serve as a vehicle in implementing and consolidating support for health reforms at the city level;

WHEREAS, the CITY of Ormoc has agreed to implement health sector reforms consistent with the Fourmula One Plus For Health and has proven its capacity to utilize investment and sustain the reform process, among others;

WHEREAS, the CITY, 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 and resources from the DOH, and development partners, coordinated with the DOH;

WHEREAS, the CITY of Ormoc has prepared its 2019 Annual Operational Plan (AOP) which have been reviewed by the City and DOH-EV CHD's 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-EV CHD, the parties hereby agree to enter into agreement in accordance with the terms and conditions hereunder set forth:

EDMUND B. KIERULF, MD City Health Officer

ARTICLE I PROGRAM IMPLEMENTATION ARRANGEMENT

1.1 Program Coverage

Josephine M

This agreement shall cover the management and implementation of the approved 2019 AOP (Annex), and shall focus on the achievement of improved local health system performance consistent with Fourmula One Plus For Health.

1.2 Program Funding

The implementation of the approved 2019 AOP shall be funded by various sources which may include the following: 1) Cash transfers from the DOH-EV CHD, 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-EV CHD and LGU, including funds from Development Partners, and other stakeholders.

1.3 Roles and Responsibilities

A. The CITY shall:

The CITY hereby adheres to an integrated implementation of the Fourmula One Plus For Health components as embodied in the approved 2019 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 approved 2019 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 approved 2019 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 2019 AOP;
 - 3.1. Be guided by the approved 2019 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 fund 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 2019 AOP;
 - 3.3.1 Assure that adequate funds shall be made available to support/enable the Pillars of the Fourmula One Plus For Health;
- Take all steps in meeting the technical requirements and operational conditions that are prerequisites 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-EV CHD Quarterly Progress Monitoring Reports (PMR) and the LGU Scorecard data, 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 Fourmula One Plus For Health. 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 Eastern Visayas Center for Health Development (DOH-EV CHD) shall:
- Coordinate the support from National Government Agencies (NGAs) and their instrumentalities to the City for the implementation of approved 2019 AOP:
 - 1.1 Maintain stewardship function over DOH funds provided to City-wide Health Systems to support attainment of goals and objectives of the approved 2019 AOP;
- Issue the necessary policies to mobilize its offices to assist in the city-wide implementation of the approved 2019 AOP;
 - 2.1 Ensure the timely release of CHD funds to the City or to component LGUs of CWHS, when necessary, based on the verified physical, financial, and technical accomplishment reports;
- 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 2019 AOP;
- Deliver the necessary technical assistance (TA) to the CITY;
 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 2019 AOP;
- Undertake the Monitoring and Evaluation (M & E) with respect to the performance of the CWHS in implementing the approved 2019 AOP:
 - 5.1 Ensure verification and validation of submitted LGU Scorecard data and other accomplishment reports;
- Facilitate and arrange the provision and release of financing grants within the CHD Director's authority and control:
 - 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 2019 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 2019 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 31,642,418.52, support (cash and equivalent commodities) from the National Government-DOH for the implementation of the approved 2019 AOP, details of which is shown in Table 1.A below:

ORMOC CITY LEGAL OFFICE APPROVED W TOWN

SEPARATE CRINION

BY: ORMOGRAPH OF THE SEPARATE CRINION

City Health Officer

Table 1. Resources from DOH and LGU to support implementation of 2019 AOPERARATE OPINION

A. DO	Fund Allocations	Total INDICATIVE Amount (PhP)	Notes Of 2019 AOPERARATE OPINIO
1.	H (CO & CHD) Counterpart		
	Fixed Tranche	1,350,000.00	Amount reflected is based on allotment prescribed in the DM 2018- 0372 Guidelines for the Work and Financial Plan CY 2019 (p. 50)
2.	Health Facilities Enhancement Program (HFEP)	5,860,000.00	for the support in the implementation of LIPH through AOP. Allocation based on the 2019 Approved HFEP GAA
	Human Resource for Health (HRH) Deployment	6,649,500.00	Amount based on the HRH slot allotted for the City.
4.	Commodities TB Commodities EPI Vaccines and commodities Malaria PHILPEN Oral Health EOH	121,642.00 16,467,644.80 270,576.52 308,020.00 591,635.00 23,400.00	Based on the available allocation list at the DOH-EV CHD Materials management Section as of June 4, 2019 submitted by Program Managers.
	Total	31,642,418.52	
1. (CLGU Counterpart	93,363,781.22	Based on 2019 Concurred AOP. Form 1: Summary of Investment Cost by Instrument and Source of Financing
	Total	117,614,058.04	and among and source of Financing
Coun if any	lopment Partner hterpart/Stakeholders, y PHILHEALTH	1,920,065.50	Based on 2019 Concurred AOP Form 1: Summary of investment Cost by Instrument and Source of Financing

Use of Fixed Tranches: Heath Systems Strengthening 2.1.2

- LIPH/AOP Development, planning, monitoring, advocacy to/consultations with 2.1.2.1 key stakeholders, program implementation review;
- 2.1.2.2 Geographically Isolated and Disadvantaged Areas (GIDA), Indigenous Cultural Communities/Indigenous Peoples (ICC/IP)/ Urban Poor activities/projects, such as but not limited to, community profiling GIDA information system, culture sensitivity orientation, grants for project proposals, to improve availability and access to health care through SDN;
- 2.1.2.3 Service Delivery Network (SDN) activities such as, but not limited to, establishment/strengthening of referral systems, inventory/facility mapping, establishment of management/technical groups, profiling of families, monitoring of health care service provision;
- Health Leadership and Governance Program (HLGP) activities; 1.2.
- Implementation and the use of LGU Scorecard, including advocacy and 1.2.5 recognition of mose with exemplary performance;
- 2.1.2.6 For HUCS ICCs: Data collection for equity assessment/measurement;
- 2.1.2.7 Barangay Health Workers (BHW) activities;
- 2.1.2.8 Documentation of best practices;
- Any unutilized incorporated/ transferred funds may be reprogrammed to other 2.1.2.9 LHSD activities, as recommended by the CHD LIPH Coordinator, subject to existing budgeting, accounting and auditing rules.
- 2.1.3 The CLGU & BLGU counterparts shall be based on the approved 2019 AOP which is included by the city & its component LGUs in their Annual Investment Plan as per DILG, NEDA, DBM and DOF Joint Memorandum Circular No. 1, Series of 2016: Updated Guidelines on the Harmonization of Local Planning, Investment Programming, Resource Mobilization, Budgeting, Expenditure Management, and Performance Monitoring and Coordination in Fiscal Oversight
- Transfer of funds and commodities shall adhere to the DOH guidelines for the Work and 2.1.4 Financial Plan and other technical guidelines on the release and transfer of resources from the DOH-EV CHD to City Local Government Units, and specify the sources and uses of the resources including the expected outputs/deliverables
- 2.1.5 In the event that the LGU fails to liquidate the previously transferred funds within the prescribed timelines, the DOH-EV CHD may opt to manage/co-manage the funds or return the same to the National Treasury in accordance with existing accounting and auditing rules and regulations.
- All disbursements, utilization and accounting of resources transferred by DOH- EV CHD shall 2.1.6 strictly adhere to all government budgeting, accounting and auditing rules and regulations.

- 2.1.7 The DOH- EV CHD shall secure the release of fund assistance through regular government funds flow procedures;
- 2.1.8 The DOH-EV CHD shall also coordinate/facilitate the release of other financial assistance from other Development Partners, when available.

2.2 The CITY shall:

- 2.21 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;
- 2.22 Arrange with DOH- EV CHD the option to have the funds managed/co-managed in the event that the CITY fails to liquidate the funds previously transferred;
- 2.23 Contribute to and facilitate monitoring, evaluation, and audit activities that shall be conducted in the course of the program;
- 2.24 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-EV CHD before the end of Q2 of the succeeding year and to refund expenditures disallowed by audit;
- 2.25 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 CHD to CITY; and
- 2.26 Comply with the accounting and auditing rules and regulations.

ARTICLE III
Miscellaneous

SEFARATE ONNION
BY: LOCKING TSTARSFORD PATE:

3.1 Mutual Obligations

The DOH- EV CHD 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-CHD and City subject to existing budgeting, accounting, and auditing rules. The City shall abide by the decisions of the DOH-CHD in this regard.

3.2 Duration and Effectivity

The DOH-EV CHD and the City agree that the provisions herein described shall cover activities within CY 2019.

This Agreement shall be terminated upon satisfactory fulfillment of all the terms and conditions embedded herein but not later than <u>June 2020</u>. 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- EV CHD:

Director IV

For the CITY:

The City Mayor

3.4 Integration

The **DOH- EVCHD** 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:

	For the Department of Health – Eastern Visayas Center for Health Development	For the City
Signature		
Printed Name	MINERVA P. MOLON, MD, MPH, FPPA, CESO III	RICHARD I. GOMEZ
Position	Director IV, DOH-CHD EV VIII	
Date	- TOOLS IT, DOLL-CHD EV VIII	City Mayor

Printed Name	BATTALIE DAY 1	
vi i vine	MINERVA P. MOLON, MD, MPH, FPPA, CESO III	RICHARD I. GOMEZ
Position	Director IV, DOH-CHD EV VIII	0: 25
Date	January Charles Living	City Mayor
	Signed in the Presence	of:
	The same of the sa	01.
TEWN	IDEDIA D. CARATERIA	
LA	UPERIA B. SABALBERINO, MD,	EDMUND B. KIERULF, MD
Di	MPH, CESe irector III, DOH-EV CHD	0 0 0
	, - 0.1 2 V OIID	Ormoc City Health Officer
	DARBY A. LUMBRES	, CPA
	Accountant, DOH-EV	CHD
	ACKNOWLEDGEM	ENT
Republic	of the Philippines	
City of		
Ве	efore me, this day of	_ in the City of,
Philippine	s, personally appeared.	_ in the City of,
MINE	RVA P. MOLON, MD, MPH, FPPA,	Number
	CESO III	
	Director IV, DOH-EV CHD	
	RICHARD I. GOMEZ	Number
	City Mayor	
known to r	me to be the same persons who executed the foregoin	g instrument and the sail and the
the same is	their free and voluntary act and deed.	g msu unient, and they acknowledge that
This instru	ment consisting of cover (6)	
written has	ment consisting of seven (6) pages including this pages been signed on each and every page thereof by the page	page on which the acknowledgement is
WITNESS	S MY HAND AND SEAL, at the place on the date fir	st written above.
Doc.:		
Page No.		
Book No.		REVIEWED
Series of _		ORMOC CITY LEGAL OFFICE
		- APPROVED ALL PAGE
		SEPARATE OPINION
		BY: Incephine Reix Gongle DAPE: Ormoc City Legal Officer
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