#### REPUBLIKA NG PILIPINAS SANGGUNIANG PANLUNGSOD LUNGSOD NG ORMOC

VICE MAYOR'S OFFICE LGU - OR NOC TIME:\_

FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD RECORDED AT THE SANGGUNIANG PANLUNGSOD SESSION OF THE EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE ORMOC CITY HALL BUILDING

ON JUNE 01, 2021

#### 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, 1st Asst. Majority Floor Leader SP Member, Presiding Officer "Pro-Tempore" SP Member, 2<sup>nd</sup> Asst. Majority Floor Leader

Sa Member

SP Member

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SP Member

SP Member

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SP Member

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

Ex-Officio SP Member, Chapter President,

Joan Marbie C. Simbajon, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

### RESOLUTION NO. 2021-151

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 (TOP) TO BE EXECUTED BY AND BETWEEN THE CITY GOVERNMENT OF ORMOC AND THE DEPARTMENT OF HEALTH-EASTERN VISAYAS CENTER FOR HEALTH DEVELOPMENT FOR THE ANNUAL OPERATIONAL PLAN CALENDAR YEAR (CY) 2021.

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated May 25, 2021 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or the Acting City Mayor the authority to enter into and sign the Terms of Partnership (TOP) to be executed by and between the City Government of Ormoc and the Department of Health-Eastern Visayas Center for Health Development for the Annual Operational Plan Calendar Year (CY) 2021. Further requesting that this matter be treated as EXTREMELY URGENT, a copy of the TOP is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Indorsement dated May 12, 2021, the City Health Department forwarded to the Office of the City Mayor a copy of the draft Terms of Partnership to be entered into by and between the Local Government Unit of Ormoc City and the Department of Health Eastern Visayas Center for Health Department, a copy of the Indorsement is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, in an Annotation dated May 22, 2021, the City Legal Office finds the provisions of the TOP as not contrary to law, public policy, morals, order nor detrimental to the best interests of Ormoc City;

WHEREAS, Section 11, Article XIII of the 1987 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, RA 7160 otherwise known as the 1991 Local Government Code mandated the devolution of the delivery of health and facilities as one of the basic functions and responsibilities of all Local Government Units (LGUs) at all levels;

WHEREAS, Section 22 of RA 11223 otherwise known as the Universal Health Care (UHC) Act of 2019 mandated the National Government to make available commensurate financial and non-financial matching grants, including capital outlay, human resources for health and health commodities, to improve the functionality of province-wide and city-wide health systems, provided that the grants shall be in accordance with the approved province-wide and city-wide health investment plans;

WHEREAS, the Formula One Plus for Health with its tagline "Boosting Universal Health Care" is the 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 City of Ormoc has agreed to implement health sector reforms consistent with the Universal Health Care Act and the Formula One Plus for Health and has proven its capacity to utilize investment and sustain the reform process, among others;

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 Formula One Plus for Health , and technical assistance from the DOH shall be consolidated and matched with the needs outlined in the Local Investment Plans for Health;

WHEREAS, the City of Ormoc has prepared its 2020-2022 LIPH, and 2021 Annual Operational Pian (AOP), which have been reviewed by the City and DOH-EV CHD Appraisal Committee;

WHEREAS, the subject TOP 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, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health and Sanitation and SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances seconded by SP Members Tomas R. Serafica, Roiland H. Villasencio, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon; 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 (TOP) TO BE EXECUTED BY AND BETWEEN THE CITY GOVERNMENT OF ORMOC AND THE DEPARTMENT OF HEALTH-EASTERN VISAYAS CENTER FOR HEALTH DEVELOPMENT FOR THE ANNUAL OPERATIONAL PLAN CALENDAR YEAR (CY) 2021;

ADOPTED, June 01, 2021.

RESOLVED, FURTHER, that a copy of the final notarized Terms of Partnership (TOP) 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, Atty. Josephine Mejia-Romero; the City Health Department; DOH-EV CHD; 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.

MARIA ANTONIETA G. CO HAT

Secretary to the Sangguniang Pandungsod

ATTESTED:

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

# TERMS OF PARTNERSHIP

(Annual Operational Plan CY 2021)

# 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, Brgy. Candagug, Palo, Leyte herein represented by the Director IV, EXUPERIA B. SABALBERINO, MD, MPH, CESe, and hereinafter referred to as the "DOH-

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 Dalingding 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 Panlungsod hereinafter referred to as the "CITY";

# WITNESSETE

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 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, Section 22 of Republic Act 11223 otherwise known as the Universal Health Care (UHC) Act 2019 mandated the National Government to make available commensurate financial and non-financial matching grants, including capital outlay, human resources for health and health commodities, to improve the functionality of city-wide health systems, provided that the grants shall be in accordance with the approved city-wide health investment plans.

WHEREAS, the Fourmula One Plus for Health with its tagline "Boosting Universal Health Care" is the strategic framework for Realth 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

WHEREAS, the City of Ormoc has agreed to implement health sector reforms consistent with the Universal Health Care Act and the Fourmula One Plus for Health and has proven its capacity to utilize investment and sustain the referm process, among others;

WHENCEAS EGAL OF Estal 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 Pins/for Health, and technical assistance from the DOH shall be consolidated and matched with the needs outlined in the Local Investment Plans for Health; and whereas the implementation of the LIPH is translated the pingh the Annual Operation Plans;

WHIREAS, the City, in partnership with their component LGUs, have agreed to fund and implement the programs, projects and activities under their respective LIPHs/AOPs through their own financing source, and through available fixeds and resources from the DOH, and development partners, coordinated with the policy, moral.

WHEREAS, the City of Ormoc has prepared its 2020-2022 LIPH, and 2021 Annual Operational Plan (Appr), Which have been reviewed by the City and DOH-EV CHD Appraisal Committee, and modified as this following the recommendations of the above;

Page 1 of 6

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:

### ARTICLE I IMPLEMENTATION ARRANGEMENT

## 1.1 Program Coverage

This agreement shall cover the management and implementation of the approved 2021 AOP (Annex), and shall focus on the achievement of improved local health system performance consistent with the UHC Act

# 1.2 Roles and Responsibilities

#### A. The City shall:

The City hereby adheres to an integrated and phased implementation of the UHC Act and 2020-2022 LIPH, as embodied in the approved 2021 AOP, and commits to the principles and conditions set forth and to this end, shall:

- Issue executive instruments or local legislations, whenever necessary, implementation of the UHC Act and 2020-2027 LIPH, through the approved 2021 AOP;
- Secure the participation and cooperation of its component LGUs in carrying out local initiatives or activities pursuant to a province/city-wide implementation of the UHC Act and 2020-2022 LIPH, through the approved 2021 AOP, to include but not limited to:

2.1 Secure increased, better and sustained financing for health from DOH, PhilHealth and LGU

2.2 Assure the quality and affordability of health goods and services through DOH licensing and PhilHealth accreditation;

2.3 Ensure access to and availability of essential and basic health packages by matching its catchment population to appropriate Primary Care Provider Network and through effective

2.4 Improve performance of the health system, measured through accurate, sensitive and timely epidemiologic surveillance systems and other monitoring and evaluation systems;

Conduct proactive, effective and evidence-based health promotion programs or campaigns;

2.6 Provide timely, effective and efficient preparedness and response to public health emergencies

2.7 Improve human resources for health management and development;

2.8 Improve information management/EMR;

- .29 Mitigate public health threats and pandemic such as COVID19.
- 3. Allocate, release and use, together with its component LGUs, funds that are necessary for the citywide implementation of the approved 2021 AOP;

3-l-Be-guided by the approved 2021 AOP in the disbursement of funds;

REVIEW602 Establish and maintain a Trust Account in a government depository bank to be known as "DOH Health Fund" for the fund releases, provided that separate ledgers and/or sub-ledgers ORMOCCITY LEGAL Oshati be maintained by the City for each and every type of fund transfer;

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 Approved of the approved 2021 AOP

Separate Opinion 3.3.1 Assure that adequate funds shall be made available to support/enable the Pillars of the Four mula One Plus For Health and the progressive realization of UHC;

Ensure compliance with existing COA rules and regulations. Drafted by CLO

Take all steps in meeting the technical requirements and operational conditions that are pre-Not contrary to any subjection the release of grant allocations for specific programs;

policy, moral 4.1 Prepare and submit, in a timely manner/within the deadline set/agreed, to the DOH-EV CHD Monitoring Reports and Fund Utilization/Liquidation Reports;

Ammendmeris@ildpgrade/enhance the administrative and operational capabilities of its local health facilities to eefiform to the existing accreditation and licensing standards;

DATE:

RICHARD 1. Mayor

- 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;
- Manage the program resources and ensure the delivery of inputs (e.g. rehabilitation works, equipment, Human Resource for Health deployment, commodities, capacity building, etc.) to the lower levels of local government to produce required outputs;
- Contribute to and facilitate monitoring, evaluation, and audit activities that shall be conducted in
  - 6.1 Submit the accomplishment/monitoring reports required by the DOH in a timely manner/within the deadline set/agreed.

# B. The Department of Health - Center for Health Development (DOH-EV CPD) shall:

- 1. Coordinate/facilitate the support from National Government Agencies (NGAs) and their instrumentalities, and development partners, to the City for the implementation of the approved
  - 1.1 Maintain stewardship function over DOH funds provided to the City-wide Health System (CWHS) to support attainment of goals and objectives of the approved 2021 AOP;
- Issue the necessary policies to mobilize its offices to assist in the city-wide implementation of the
- Advocate for the issuance of local executive policies or legislative enactments by the LGUs in the CWHS that are necessary for the implementation of the approved 2021 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, coordination and implementation of priority activities and programs;
  - 4.2 Assist in building the capacity of the CWHS;
- 5. Undertake monitoring of the implementation of the approved 2021 AOP;
- 6. Facilitate and arrange the provision and release of financing grants within the DOH-EV CHD Director's authority and control:
  - 6.1 Ensure the timely release of DOH-EV CHD funds to the City or to component LGUs of the CWHS, when necessary, based on the verified physical, financial, and technical accomplishment reports;
  - 6.2 Release the funds and commodities to the City based on the technical guidelines issued by the
  - Authorize the City to manage the DOH cash transfers and support in kind (commodities) as it implements the approved 2021 AOP to produce the deliverables and outputs indicated in this
  - 6.4 Ensure compliance with existing COA rules and regulations.

REVIEWED

ORMOC CITY LEGAL OFFICE

## ARTICLE II RESOURCES AND FINANCIAL ARRANGEMENTS

Approved esources from National Government and Local Government Unit

Separate Opinime City shall receive an estimated allocation of Php 54,260,453.80 support (financial and nonfinancial grants from the National Government-DOH for the implementation of the approved 2021 Drafted by CIAOP, details of which is shown in Table 1.

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policy, moral. The implementation of the approved 2021 AOP shall be funded by various sources which may Ammendments/Revisions from the DOH regular budget of the Central Office, coursed through the DOH-EV CHD, 3) PhilHealth payments, 4) Local Government Unit Funds, and 5) Other funds identified by DATE DELEXACTOP and LGU, including funds from development partners, and other stakeholders.

Page 3 o

HON, RICHARD I, COMEZ

Table 1. Resources from DOH and LGU to support implementation of the approved 2021 AOP

_	Fund Allocations	Total INDICATIVE Amount (PhP)	Notes	
A.	DOH (Central Office and CHD) Counterpart			
_	1. Fixed Tranche	1,000,000.00	Estimated cost or budget of HFEP projects to be provided by DOH-EV CHD HFEP as per approved GAA 2021. Deed of donation may be made for the turn-over of equipment.  Estimated budget for the HRH deployment for the City for C 2021.  Estimated cost for commodities that may be provided by DOH EV CHD and estimated amount of vaccine based on previous year actual vaccine provided.	
	Health Facilities Enhancement Program (HFEP)     a. Equipment	5,000,000.00		
	3. Human Resource for Health (HRH) Deployment	21,613,698,20		
	4. Coinmodities	25,677,965,55		
	5. Other technical assistance	968,790.05	Estimated cost for trainings, workshops, meetings, healt' promotion, advocacy.	
<u> </u>	Total	54,260,453.80		
В.	LGU Counterpart	215,842,214.05	Estimate amounts based on AOP 2021 Form 3 submitted on February 8, 2021. This may be subject to change based on actual or approved LGU Budget for Health  HFSP (10,998,000.00) HRH (49,096,777.20) Commoditie (43,633,422.85) Other Technical Assistance (112,113,984.00)	
	Total	215,842,214.05		

### 2.2 Financial Arrangements

#### 2.2.1 Uses of Fixed Tranche:

- 2.2.1.1 Assistance to ICCs primarily for the development, planning and monitoring of their Local Investment Plans for Health (LIFH) Annual Operational Plans (AOP) and Integration of Local Health Systems into City-wide Health Systems;
- 2.2.1.2 Other Uses:
  - a. Geographically Isolated and Disadvantaged Areas (GIDA)/ Indigenous Cultural Communities/ Indigenous Peoples (ICC/IPs)/ Urban Poor activities/ projects to improve availability and access to health care through the Health Care Provider Network;
  - b. For ICCs: Data collection for equity assessment/ measurement;
  - c. Implementation and the use of LGU Health Scorecard, including advocacy and recognition of those with exemplary performance;
  - d. Leadership and Governance for Health activities such as but not limited to strengthening the local health board, capacity building of local leaders and local health officers, coaching sessions, evidence-based policy making and data analysis to strengthen the health system among others;
  - E. Barangay Health Workers (BHW) activities
  - f. Documentation of good practices;
  - g. COVID-19 response/interventions.

2. REVIEWITH LGU counterpart shall be based on the approved 2021 AOP which is included by the City & its component LGUs in their Annual Investment Plans (AIP), as per DILG, NEDA, DBM and DOF ORMOCCITY LEGISLIFF The morandum Circular No. 1, Series of 2016: Updated Guidelines on the Harmonization of Local Planning, Investment Programming, Resource Mobilization, Budgeting, Expenditure Approved Management, and Performance Monitoring and Coordination in Fiscal Oversight;

Separate Opinionsfer/use of funds or commodities shall adhere to the DOH guidelines for the Work and Financial Plan and other technical guidelines on the release and transfer of resources from the Orafted by Chational Government to City Local Government Units, and specify the sources and uses of the resources including the expected outputs/deliverables;

Not convary to laws, public
2.2:4 The LGU shall submit a copy of "Certification by the Accountant that funds previously transferred
policy, moral 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 Quarter 2 of the
commendments Registering year and to refund expenditures disallowed by audit;

Alty. Josephine 1973 Homen
Cay Logsk Office DATE:

- 2.2.5 In the event that the LGU fails to liquidate the previously transferred DOH funds within the prescribed timelines, the DOH shall manage or co-manage the funds or return the same to the National Treasury in accordance with existing accounting and auditing rules and regulations. Moreover, fund utilization of the LGU will be one of the bases for the increase/decrease in the computation of its Fixed Tranche for the succeeding years.
- All fund transfers, disbursements, utilization and accounting of resources shall strictly adhere to all 2.2.6 government budgeting, accounting and auditing rules and regulations.

#### ARTICLE III Miscellaneous

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 interred from this Agreement. All unobligated amounts from DOH support funds shall be applied according to modalities determined by the DOH-EV CHD and City subject to existing budgeting, accounting, and auditing rules. The City shall abide by the decisions of the DOH-EV 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 from CY 2021 to CY 2022.

This Agreement shall be terminated upon satisfactory fulfillment of all the terms and conditions embodied herein but not later than December 2022. Any modification or ameriments 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 CHO: For the City:

Director IV City Mayor

3.4 Integration

The DOH-EV CHD 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 -Center for Health Development.

For the City

Health Officer II

Signature			
Printed Name	EXUPERIA B. SABALBERINO, MD, MPH, CESe		
Position	OIC-Director IV, DOH-EV CHD	RICHARD I. GOMEZ	
Position HEVIEWED Date	OIC-Director IV, DOM-EV CHD	City Mayor	
GRMOC CITY LEGAL O	Prop		

DRIMOC CITY-LEGAL OFFICE

Approved

Signed in the Presence of:

Separate Opinion

Drafted by GLRMEN P. GARADO, MD, MPH

OIC-Director III, DOH-EV CHD

Not contrary to laws, public

policy, moral.

mmendments/Revisions

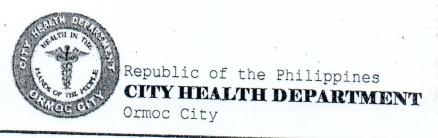
DARBY A. LUMBRES, CPA Accountant III, DOH-EV.CHD

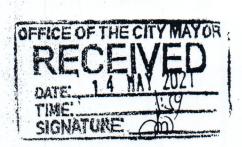
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# ACKNOWLEDGEMENT

City of		
City of		
P. 0		
Before me, this day of Philippines, personally appeared:	, 20 in the City of	
EXUPERIA B. SABALBERINO, MD, MPH	CESe ID Number .	
OIC-Director IV, DOH-EV CHD	in ivaliloet .	
RICHARD I, GOMEZ	· ID M. 1	
City Mayor	ID Number	
known to		
known to me to be the same persons who executhe same is their free and voluntary act and deed.	ted the foregoing instrument, and	they acknowledge that
This instrument consisting of seven (6) pages in a		owledgement is weight
7 7 5	are barnes and mon Memment	al witness.
WITNESS MY HAND AND SEAL, at the place	e on the date first written above.	
Doc.:		
Page No. Book No.		
Series of		
REVIEWED		
ORMOC CITY LEGAL OFFICE		
Shinds on I Leak of fice		
Approved		
Separate Opinion		
Drafted by CLO	•	
Not contrary to laws, public		
policy, moral.		
Ammendments/Revisions  Atty. White A. Rejis-Ronzio		

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Aunubing St., Ormoc City, Leyte, Philippines, 654 (053)255-2225 or 561-8891

TelFax +63.53.255.4062

INDORSEMENT

05/12/2021

Respectfully forwarded to Hon. Richard I. Gomez MBA, City Mayor, the attached copy of the TERMS OF PARTNERNSIP to be entered into by the Local Government Unit of Ormoc City and Department of Health Regional Office 8 (Eastern Visayas Center for Health Development), for his indorsement to Sangguntang Panlungsod ng Ormoc for an authority to enter with the terms of partnership, and likewise the attached Annual Operational Plan for 2021 for his approval.

EDMUND BY KIERULF, MD, MPH