



EXCERPT FROM THE MINUTES OF THE CY 2022 – 45th REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON NOVEMBER 9, 2022 AT 9:20 O’CLOCK IN THE MORNING.

PRESENT:

HON. NERI T. CAMIÑA	-	SB Member & Temp. Presiding Officer
HON. REYNALDO E. TUMABOTABO	-	SB Member
HON. JULIUS T. LEDESMA	-	SB Member
HON. NORBERTO T. TURALBA	-	SB Member
HON. JERRY T. TUARES	-	SB Member
HON. JOEL L. SAYSON	-	SB Member
HON. MARIBETH L. TUPINO	-	Liga President
HON. DYOSSA MARIE TERUÑEZ	-	SKMF President

OFFICIAL TRAVEL:

** (To attend the Policy Workshop & Dev’t. of Policy Prototypes of Local Issuances on Nov. 9-11, 2022 at Diversion 21 Hotel, Iloilo City ,)*

HON. LUGEN T. ORTILANO,	-	Vice Mayor
HON. ANA ROWENA A. PERERA	-	SB Member

** (To attend (give message in behalf of Mayor Virgilio Teruel) the Rollout & Training on Scaling Up PRIMALS PLUS on Nov.9-11, 2022 at SEAFDEC Multi-Purpose Hall, this municipality*

HON. ADRIAN S. CAMPOSAGRADO	-	SB Member
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Resolution No. 2022-158

RESOLUTION GRANTING AUTHORITY TO ATTY. VIRGILIO T. TERUEL, MUNICIPAL MAYOR, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO SIGN AND ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE ILOILO PROVINCIAL GOVERNMENT FOR THE INTER-LGU COOPERATION WITHIN THE PROVINCE-WIDE HEALTH SYSTEM

WHEREAS, in a letter dated November 7, 2022, the Local Chief Executive requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Granting Authority To Atty. Virgilio T. Teruel, Municipal Mayor, For And In Behalf Of The Municipality Of Tigbauan To Sign And Enter Into A Memorandum Of Agreement (Moa) With The Iloilo Provincial Government For The Inter-LGU Cooperation Within The Province-Wide Health System”*

WHEREAS, said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

- The **PROVINCIAL GOVERNMENT OF ILOILO**, a local government unit established and existing under the laws and regulations of the Republic of the Philippines, with office address at Iloilo Provincial Capitol, Bonifacio Drive, Iloilo City, 5000, herein represented by its Governor, **HON. ARTHUR R. DEFENSOR JR.**, and hereinafter referred to as the **“Provincial Government”**; and
- The **MUNICIPALITY OF TIGBAUAN**, a local government unit established and existing under the laws and regulations of the Republic of the Philippines, with office address at Tigbauan Municipal Hall, Tejero St., Poblacion 09, Tigbauan, Iloilo, 5021, herein represented by its Municipal Mayor, **HON. VIRGILIO T. TERUEL**, and hereinafter referred to as the **“LGU”** of **Tigbauan, Iloilo**;

WHEREAS, Section 11, Article XIII of the 1987 Constitution declared that *“The state shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential goods, health, and other social services available to all people at an affordable cost. There shall be a priority for the needs of the underprivileged, sick, elderly, disabled, women, and children. The state shall endeavor to provide free medical care to paupers”;*

WHEREAS, Section 17 (a) of Republic Act No. 7160, otherwise known as the **Local Government Code (LGC) of 1991**, provides that “Local government units shall endeavor to be self-reliant and shall continue exercising the powers and discharging the duties and functions currently vested upon them. They shall also discharge the functions and responsibilities of national agencies and offices devolved to them pursuant to this Code. Local government units shall likewise exercise such other powers and discharge such other functions and responsibilities as are necessary, appropriate or incidental to efficient and effective provisions of the basic services and facilities enumerated herein”;

WHEREAS, Section 33 of the LGC further provides that “Local government units may, through appropriate ordinances, group themselves, consolidate, or coordinate their efforts, services, and resources for purposes commonly beneficial to them. In support of such undertakings, the local government units involved may, upon approval of the Sanggunian concerned after a public hearing conducted for the purpose, contribute funds, real estate, equipment, and other kinds of property and appoint or assign personnel under such terms and conditions as may be agreed upon by the participating local units through Memoranda of Agreement”;

WHEREAS, Section 19, Chapter V of Republic Act No. 11223, otherwise known as the **Universal Health Care (UHC) Act**, states that “The DOH, Department of the Interior and Local Government (DILG), PhilHealth, and LGUs shall endeavor to integrate health systems into province- wide health systems”;

WHEREAS, Section 20, Chapter V of the UHC Act further emphasizes that “The province-wide health system shall pool and manage, through a special health fund, all resources intended for health services to finance population-based and individual-based health services, health system operating costs, capital investments, and remuneration of additional health workers and incentives for all health workers”;

WHEREAS, the Province and its component LGUs have signified their willingness to cooperate and pool their human, technical, financial, material, and other essential resources to organize the province- wide health system (PWHS), also known as the Public Health Care Provider Network (HCPN), and ensure its functionality;

WHEREAS, all parties respect the autonomy of the LGUs, in so far as their internal affair is concerned, and commit themselves to respect these principles to create a favorable environment for the strengthening of their local health systems;

WHEREAS, for and in consideration of the foregoing premises and by way of formalizing and confirming their commitment, the parties hereby mutually agree to enter into an agreement with the following terms and conditions set forth:

Article I

GENERAL PRINCIPLES

1. *The Parties recognized that the UHC Act seeks to address health systems fragmentation and to reorient the health system towards primary care strengthening, primarily through the integration of local health systems into PWHS;*
2. *The Parties recognized that the integration of local health systems into PWHS is a strategy in which the Provincial Government and its component Local Government Units (LGUs) agree to take shared responsibility on how collective resources are organized, managed, delivered, and financed;*

3. *The Parties are expected to demonstrate the overall benefits of province-wide integration which include improvement of population health outcomes, health systems responsiveness, and financial risk protection, and other measures such as, but not limited to, health equity, systems efficiency, and financial sustainability;*
4. *This agreement shall define the roles and responsibilities of both the Provincial Government and its component LGUs in the organization and management of the Province-Wide Health System (PWHS) and shall focus on the achievement of improved local health system performance consistent with the UHC Act; and*
5. *The Parties shall cooperate and perform their respective duties and obligations for the PWHS to manifest managerial, technical, and financial integration as described in this Memorandum of Agreement (MOA).*

Article II

OBJECTIVES OF THE INTER-LGU COOPERATION

1. *The general objective of this cooperation is to ensure and strengthen the collaborative linkages between the province and its component LGUs through the generation, mobilization, and allocation of essential resources for the improvement and sustainability of an efficient and effective health care delivery system:*
 - a. *Ensure the accessibility of essential quality health products and services at the appropriate level of care by:*
 - i. *Organizing primary care providers into primary care provider networks (PCPNs) linked to secondary and/or tertiary care providers within the province;*
 - ii. *Making available comprehensive essential service package in the designated health providers within the network;*
 - iii. *Upgrading the health facilities and services based on DOH and PhilHealth existing standards; and*
 - iv. *Improving the capacities of communities and LGUs to provide health services within the network;*
 - b. *Strengthen the LGU leadership and management capacities to organize and implement the integrated management support systems and to provide policy directions and technical support to community groups on planning and implementation of health programs and services; and*
 - c. *Carry out the activities and related duties and responsibilities as described in this agreement and make available the funds, facilities, and other resources which are required for the implementation of the strategies and activities as specified in the Local Investment Plan for Health (LIPH).*
2. *In particular, the signing parties through this cooperation and collaboration shall organize and maintain the functionality of the PWHS, through:*
 - a. *Creation of the Sub-Provincial Health System (SPHS) to facilitate effective health service delivery and management of the health systems (Note: Proposed provision if the province decides to create the SPHS);*
 - b. *Assessment of the situation in the PWHS and identification of the prevailing health needs and problems that need to be addressed;*
 - c. *Review, in a participatory manner, of the management service outputs and extent of coordination among all health service providers such as, but not limited to, BHS, Rural Health Units, and community/ municipal/ city/ district/ provincial hospital;*
 - d. *Assessment of the existing manpower supply and capabilities, to include BHWs, and implementation of training activities that would upgrade technical and institutional capabilities;*
 - e. *Rehabilitation and/ or construction of facilities, and assessment of the availability of basic equipment and supplies at all levels;*
 - f. *Identification of areas for convergence of health services and cooperation among stakeholders in the health sector, including private service providers, through the integration and/ or complementation of health care resources and programs for a more efficient, effective, and comprehensive delivery of health care services; and*
 - g. *Strengthening and institutionalization of the rational and efficient management support systems, such as but not limited to the following: 1.) strategic and investment planning; 2) human resources for health management and development system; 3) information system, including interoperable electronic medical records system among health providers ; 4) epidemiology and surveillance system; 5) procurement and supply chain management; 6) functional two-way referral system; 7) disaster risk reduction management for the health system; and 8) implementation of proactive and effective health promotion programs or campaigns.*

Article III

IMPLEMENTATION ARRANGEMENTS

1. *The **Provincial Health Board (PHB)** shall be the steward of the integrated local health system and responsible for setting the policy and strategic directions of the province-health systems. It shall be composed of the Provincial Governor as Chairperson, Provincial Health Officer as the Vice- Chairperson and of the following as members: Chair of Committee on Health of the Sangguniang Panlalawigan; Provincial DOH Representative; PO, NGO or Private Sector representative; ICC/IP representative, and representative/s of municipalities and component cities.*
 - a. *The PHB shall oversee and coordinate the integration and delivery of health services across the health*

care continuum; develop and implement the integrated strategic and investment plans; assume full responsibility in the management of the Special Health Fund (SHF) and ensure that the SHF is optimally utilized to help achieve the desired health outcomes, and exercise administrative and technical supervision over health facilities and health human resources within their respective territorial jurisdiction.

- b. The PHB may enter into contracts with the private sector on behalf of the member LGUs; Provided that, consultations have been performed among members prior to and during contract negotiation and signing; Provided further, that the contracting with the private sector complies with existing laws, rules and regulations.*
2. *The **Provincial Health Office (PHO)** shall be the technical secretariat of the PHB and shall be responsible for the technical integration and supervision of the PWHS, to wit:*
- a. Initiate participatory health needs assessment and integrated network planning for both hospital and Rural Health Units/Health Centers;*
 - b. Supervise navigation, coordination, and referrals across component facilities and ensure compliance with the referral system protocols;*
 - c. Recommend policies and guidelines for the establishment of management support systems such as but not limited to 1) strategic and investment planning; 2) human resources for health management and development system; 3) information system, including interoperable electronic medical records system among health providers; 4) epidemiology and surveillance system; 5) logistics and supply chain management; 6) functional two-way referral system; 7) disaster risk reduction management for the health system; and 8) implementation of proactive and effective health promotion programs or campaigns;*
 - d. Advocate the approval of funds on the provision of health services;*
 - e. Monitor and evaluate the integration of public health and hospital services within the sub- provincial health system;*
 - f. Hold monthly management meetings, and be fully responsible for the operationalization of the network of health care providers' activities based on the approved integrated work and financial plan;*
 - g. Set the standards for the minimum package of health services at all levels (BHS, RHU, Primary Community Hospital, and District Hospital) in conformity to national health policies; and*
 - h. Plan a system of manpower pooling to ensure continuity of service in cases of leave of absence, retirement, or deaths.*

(Note: If a sub-provincial health system will be created in consideration of the size, population, and geography of the province, the above functions/roles stated in Article III, Section 3.2a-h shall be subsumed to the Technical Management Committee (TMC) who will supervise the operations of each sub-provincial health system.)

3. *The Municipal/ Component City Health Boards shall maintain their functions and conduct regular meetings to discuss their internal affairs, including issues and proposals previously discussed by the Technical Management Committee (TMC), as applicable, for information and support from the respective LGU.*

Article IV

ROLES AND RESPONSIBILITIES

1. *The Provincial Government, with the assistance of the Provincial Health Office (PHO), shall be responsible for the following:*
 - a. Formulation and implementation of the provincial policies and plans within the framework of the national health policies and plans, and considering the provincial health situation;*
 - b. Issue executive instruments or local legislation that will facilitate the realization of the objectives under this agreement;*
 - c. Provide technical supervision, support, and facilitate needed coordination for the provincial and district hospital;*
 - d. Manage and finance the provincial and district hospitals to meet standards for hospitals licensing and accreditation requirements of DOH and Philhealth;*
 - e. Collection, consolidation, and analysis of health information from the municipal and component city levels, and submission of required reports to the Department of Health;*
 - f. Promote and conduct training and research for more effective health care delivery;*
 - g. Provide technical assistance in strengthening the integration of the health system at the sub-provincial system; (Note: Proposed provision if the province decides to create the SPHS);*
 - h. Conduct a semi-annual assessment of health program and hospital service output; and*
 - i. Improve the geographical accessibility of health facilities and services, improving the road conditions, and eventually providing transport and communication facilities for medical and surgical emergencies.*
2. *The Municipal and Component City Government, with the assistance of their corresponding health offices, shall be responsible for the following: Formulate and implement an integrated municipal/component city health plan within the framework of the provincial/ sub-provincial health plan and considering the local health situation, based on the analysis of collected relevant information, among others:*
 - a. Implement programs and projects of the integrated health plan that apply to the municipality and component city;*
 - b. Implement the regulatory measures formulated at the national and provincial level, and propose and*

- implement whatever other needed regulatory measures for the municipality;*
- c. Manage and finance the Municipal Health Office, Rural Health Centers, and Barangay Health Stations (BHS), including hospitals owned by them, to meet the licensing and accreditation requirements of DOH and PhilHealth; and to construct, repair, or renovate such facilities as necessary;*
 - d. Promote coordination among health-related sectors in activities for health promotion and protection at the municipal and component city level, including the private sector and non-government organizations;and*
 - e. Improve and maintain the road network to facilitate access and referral to and from the BHS, RHU, and the core referral hospital, and when necessary, provide existing transport and communication facilities.*

Article V

FINANCIAL ARRANGEMENTS

- 1. A Special Health Fund (SHF) shall be set up to be managed by the Provincial Health Board, in accordance with the DOH-DBM-DOF-DILG-PhilHealth Joint Memorandum Circular No. 2021- 0001 on Guidelines on the Allocation, Utilization, and Monitoring of, and Accountability for, the Special Health fund. Funds pooled to the SHF shall be deemed automatically appropriated for programs, projects, and activities on health pursuant to the allowable expenses chargeable against the SHF, and based on the approved work and financial plans to be prepared.*
- 2. Each component LGU shall create a sub-ledger in their existing Trust Fund Account for Health for funds that will be allocated or transferred from the SHF. The mechanism, amount, or percentages to be allocated or transferred to component LGUs can be discussed in a PHB meeting and issued as a resolution.*
- 3. The SHF shall only serve as an augmentation fund for health expenditures, and the Provincial Government and its Component LGUs shall still appropriate budget for personnel services, capital outlay, and maintenance and operations of their health facilities and services.*
- 4. Disbursement of funds shall be guided by the allowable expenses chargeable against the SHF, the approved LIPH and AOP, and contractual arrangements between the PHB, and DOH, PhilHealth, and CSO/ IHP, as applicable.*


NOW, THEREFORE, on motion of HON. JULIUS T. LEDESMA, Vice Chairman, Committee on Health and Sanitation, and duly seconded by Hon. Reynaldo E. Tumabotabo, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares, Hon. Joel L. Sayson, Hon. Dyossa Marie T. Teruñez, and Hon. Maribeth L. Tupino,

BE IT RESOLVED, AS IT IS HEREBY RESOLVED, by the Sangguniang Bayan to grant authority to Atty. Virgilio T. Teruel, Municipal Mayor, for and in behalf of the Municipality of Tigbauan, to sign and enter into a Memorandum of Agreement (MOA) with the Iloilo Provincial Government for the Inter-LGU Cooperation within the Province-Wide Health System;

RESOLVED FURTHER, to furnish copies of this Resolution to the Office of the Municipal Mayor, to the Municipal Health Office, and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:


MARLENE TAYO-NAVA
SB Secretary

ATTESTED:


NERI T. CAMIÑA
SB Member & Temporary Presiding Officer

HON. LUGEN T. ORTILANO
Municipal Vice Mayor
Sangguniang Bayan Members:

HON. ADRIAN S. CAMPOSAGRADO
HON. NERI T. CAMIÑA
HON. REYNALDO E. TUMABOTABO
HON. JOEL L. SAYSON

HON. JULIUS T. LEDESMA, O.D.
HON. NORBETO T. TURALBA
HON. JERRY T. TUARES, C.E.

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.
HON. MARIBETH LEDESMA-TUPINO, LNB President
HON. DYOSSA MARIE TERUÑEZ, SKMF President