



Republic of the Philippines  
Province of Davao del Norte  
Municipality of Braulio E. Dujali  
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BEFORE THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE THIRTEENTH (13<sup>TH</sup>) REGULAR SESSION OF THE SANGGUNIANG BAYAN OF BRAULIO E. DUJALI (TERM 2019-2022) AND HELD AT THE SANGGUNIANG BAYAN SESSION HALL, MUNICIPAL BUILDING ON SEPTEMBER 30, 2019, MONDAY.

**PRESENT:**

HON. DONNA MAE BALDONADO-BERNADAS, Ed.D	- Vice Mayor & Presiding Officer
HON. RESTIE E. TABIRAO	- Sangguniang Bayan Member
HON. ATTY. YASMIN V. CAMPION, REA, REB	- Sangguniang Bayan Member
HON. ANNA C. CAGULADA	- Sangguniang Bayan Member
HON. RICKY T. DELCO	- Sangguniang Bayan Member
HON. CONCORDIO B. MOMO, JR.	- Sangguniang Bayan Member
HON. ADHEM F. FUNA	- Sangguniang Bayan Member
HON. SAMUEL F. PACRES	- Sangguniang Bayan Member
HON. NELSON C. BAER, RA	- Sangguniang Bayan Member
HON. ANGELITO P. ORILLOSA	- ABC Pres./Ex-Officio Member
HON. FRANCISCO D. BUCADON	- IPMR /Ex-Officio Member
HON. DEXTER G. MENDIO	- SKF Pres./Ex-Officio Member

**ON OFFICIAL BUSINESS:**

None

**ABSENT:**

None

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(Sponsor: Hon. Baer)

(Co-Sponsors: Hon. Campion, Hon. Pacres, Hon. Bucadon, Hon. Mendio, Hon. Funa, Hon. Cagulada, Hon. Tabirao, Hon. Orillosa, Hon. Momo, Jr., Hon. Delco)

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**RESOLUTION NO. 2019-63**

**GRANTING AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN ON BEHALF OF THIS LOCAL GOVERNMENT UNIT IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE LOCAL GOVERNMENT UNIT AND THE DEPARTMENT OF HEALTH, REPRESENTED BY DIR. ANNABELLE P. YUMANG, MD, MCH,CESO IV, REGIONAL DIRECTOR-REGION XI AND APRIL ANN E. GUBALANE, RURAL HEALTH MIDWIFE IN CONNECTION WITH THE RURAL HEALTH MIDWIVES PLACEMENT PROGRAM (RHMPP) OF THE DOH "RETURN SERVICE" TO THIS MUNICIPALITY**

WHEREAS, Letter dated August 22, 2019 of Atty. Leah Marie Moral-Romano, Municipal Mayor addressed to Vice Mayor Donna Mae Baldonado-Bernadas, Ed.D thru the Sangguniang Bayan, requesting for the passage of resolution giving authority to the Local Chief Executive on behalf of this municipality to enter into Memorandum of Agreement by and between the Local Government Unit and the Department of Health, represented by Dir. Annabelle P. Yumang, MD, MCH, CESO IV, Regional Director-Region XI and April Ann E. Gubalane, Rural Health Midwife in connection with the Rural Health Midwives Placement Program (RHMPP) of the DOH "return service" to this municipality, was forwarded to this level and later referred to the committee, for study;

WHEREAS, the contents of the said MOA are as follows;

## CONTRACT OF SERVICE

### KNOWN ALL BY THESE PRESENTS:

This agreement is entered into by and among:

The **DEPARTMENT OF HEALTH (DOH)**, an executive department of the Republic of the Philippines created pursuant to Executive Order (EO) No. 94 s. 1947, transformed under EO 102, s.1999, with address at San Lazaro Compound, Sta. Cruz, Manila, represented by **ANNABELLE P. YUMANG, MD, MCH, CESO IV**, in her capacity as the Regional Director of the Department of Health Davao Center for Health Development, and hereinafter referred as the DOH.

and

The **MUNICIPALITY OF BRAULIO E. DUJALI, DAVAO DEL NORTE**, Philippines, likewise a government agency created and existing under the laws of the Philippines herein represented by its Mayor, **HON. ATTY. LEAH MARIE M. ROMANO**, with office address located at Braulio E. Dujali, Davao del Norte, herein referred to as the Local Government Unit (LGU);

and

**APRIL ANN E. GUBALANE**, with residence at Matina, Davao City, assigned in the Municipality of Braulio E. Dujali, Davao del Norte, as part of the DOH-Rural Health Midwives Placement Program (RHMPP);

### WITNESSETH

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

**WHEREAS**, the DOH, pursuant to its mandate to provide adequate and appropriate human resource for health in marginalized areas entails the delivery of quality healthcare services in a devolved LGU to include the management of clinical, administrative, and public health aspects;

**WHEREAS**, pursuant to the two (2)-year Midwifery Scholarship Program of the Philippines (MSPP) as per Executive Committee Resolution No. 112-232 Series 2007, in consideration of the Scholarship awarded to **April Ann E. Gubalane**, hereby agrees to serve as per 'return service', the municipality of Braulio E. Dujali, Davao del Norte, an identified priority area of the DOH as a Rural Health Midwife (RHM) under the Rural Health Midwives Placement Program (RHMPP) for period of four (4) years upon completion of the scholarship grant as per Department Memorandum No. 2009-0302 dated November 25, 2009. Thus, this agreement shall be renewed every (1) year of service.

**NOW, THEREFORE**, in consideration of the foregoing premises, by mutual consent, the parties do hereby enter into this covenant effective July 1, 2019 until December 31, 2019 with the following terms and conditions hereunder stipulated:

#### SECTION 1. The Municipal Government shall:

- A. Provide modest board and lodging;

- B. Guarantee the safety, well being and humane conditions of work of the midwife during the period of deployment;
- C. Acknowledge the roles and responsibilities of the RHMPP Member as part of the function of the health office;
- D. Recognize her as part of the rural health team in its municipal health office
- E. Allow the RHMPP Member to attend short courses and program reviews by the DOH to its collaborating agencies in line with her continuing professional education.

**SECTION II. The Provincial health Office Shall:**

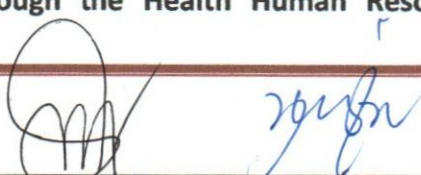
- A. Provide technical assistance to the RHMPP Member through learning and development relevant to the respective profession, regular monitoring and supervision;
- B. Provide regular feedback on problems encountered and present recommendation to improve the program implementation.

**SECTION III. The DOH –DCHD shall:**

**A. The DCHD through the Human Resource development Unit (HRDUs) shall:**

- 1. Conduct social preparation activities at the LGU level in coordination with the Local Health Development:
  - a. Provide assistance in local health systems development.
  - b. Signing of the contact of service between the RO XI Director, local chief executive, and the RHMPP Member prior to deployment.
  - c. Accompany the RHMPP Member to her area of assignment.
- 2. Provide technical supervision and administrative support over the RHMPP.
- 3. Provide the Midwives the monthly salary in the amount of **TWENTY NINE THOUSAND ONE HUNDRED NINETY THREE PESOS ONLY** (Php 29,193.00) payable every month subject to deduction of applicable taxes such as absences, tardiness, under-time and similar occurrences shall be deducted from the salary accordingly;
- 4. Provide the Central Office with feedback on the performance and accomplishment of the RHMPP Member.
- 5. Take part in the conduct of continuing professional education/training and development and provide summary proceedings to the Central Office.
- 6. Conduct program implementation reviews and provide feedback to the Central Office.

**B. The DOH Central Office, through the Health Human Resource Development Bureau (HHRDB) shall:**



1. Provide salaries, incentives, logistics and technical support.
2. Monitor the performance and accomplishments of the RHMPP Member through the Regional Offices.
3. Ensure that the learning and development, monitoring, and evaluation are regularly conducted with assistance of the Regional Offices and Provincial Health Offices;
4. Facilitate the conduct of continuing professional education / learning and development, and program implementation reviews.

**SECTION IV. The RHMPP Member shall:**

- A. Render appropriate health services as needed by the community;
- B. Facilitate community participation in the identification of community-based project/programs, implementation and monitoring.
- C. Assist the communities in developing mechanisms to sustain the implementation of community projects/programs.
- D. Submit monthly Daily Time Records (DTRs) duly signed by the MHO/DTTB to the RO XI-HRD Unit.
- E. Submit a semestral Performance Evaluation Report to the LCE and RO XI-HRD Unit.

**ALL PARTIES FURTHER AGREE THAT:**

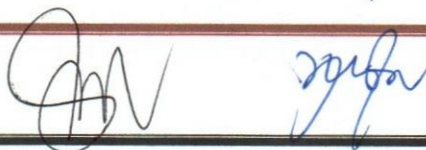
- A. The employment under this contract shall be subject to the provisions of Resolution No. 02-0790 dated June 5, 2002 issued by the Civil Service Commission (CSC):
- B. The Contract of Service shall not be amended or modified without the consent of the contracting parties.
- C. This agreement shall take effect immediately upon signing hereof and shall remain in force and in effect until revoked, modified, or amended accordingly.
- D. The RHMPP Member shall be pulled out from her area of assignment if the municipal government fails to comply with the provisions stipulated under Section I and where there is a threat to her safety, harassment in any form.

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

**IN WITNESS WHEREOF**, the PARTIES have hereunto signed this Contract of Service in the Municipality of \_\_\_\_\_ this \_\_\_\_\_.

**APRIL ANN E. GUBALANE, RM**  
Midwife

**HON. ATTY. LEAH MARIE M. ROMANO**  
Municipal Mayor



**ANNABELLE P. YUMANG, MD, MCH, CESO IV**

Regional Director

Witness:

\_\_\_\_\_  
SB on Health

**MA. CORAZON S. MENDEZ**

DMO V

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S

Before me personally appeared the above-mentioned parties with their Corresponding Organization ID Card.

	DOH RO XI	LCE	RHMPP-RS
Name	<u>Annabelle P. Yumang</u>	<u>Atty. Leah Marie M. Romano</u>	<u>April Ann E. Bubalane</u>
Organization ID	_____	_____	_____
Date Issue	_____	_____	_____
Place Issue	_____	_____	_____

Known to me to be the same persons who executed the foregoing instrument, and they acknowledge to me the same their free act and deed.

This instrument, consisting of \_\_\_\_\_ (\_\_\_) pages, including the page on which the acknowledgement is written, has been signed on each and every page thereof by the above-mentioned parties and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, (year) in the City/Municipality of \_\_\_\_\_, Philippines.

Notary Public

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2019



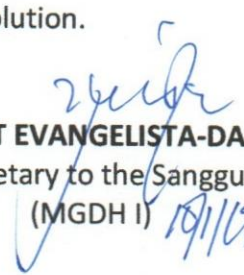
WHEREAS, pursuant to the mandate of the Department of Health to provide adequate and appropriate human resource for health in marginalized areas entails the delivery of quality healthcare services in a devolved Local Government Unit, hence,

WHEREFORE, on motion of Hon. Nelson C. Baer, duly seconded by all members, it is hereby;

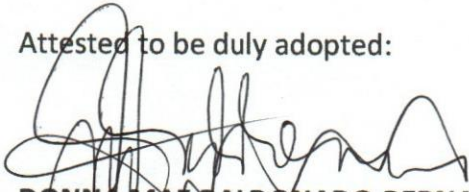
**RESOLVED TO GRANT AS THIS BODY HEREBY GRANTS AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN ON BEHALF OF THIS LOCAL GOVERNMENT UNIT IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE LOCAL GOVERNMENT UNIT AND THE DEPARTMENT OF HEALTH, REPRESENTED BY DIR. ANNABELLE P. YUMANG, MD, MCH, CESO IV, REGIONAL DIRECTOR-REGION XI AND APRIL ANN E. GUBALANE, RURAL HEALTH MIDWIFE IN CONNECTION WITH THE RURAL HEALTH MIDWIVES PLACEMENT PROGRAM (RHMPP) OF THE DOH "RETURN SERVICE" TO THIS MUNICIPALITY.**

CARRIED.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

  
**JULIET EVANGELISTA-DAANTON**  
Secretary to the Sanggunian  
(MGDH I) 10/1/19

Attested to be duly adopted:

  
**DONNA MAE BALDONADO-BERNADAS, Ed.D**  
Municipal Vice Mayor & Presiding Officer