MEMORANDUM OF UNDERSTANDING
Development, implementation, monitoring and evaluation of the cardiovascular disease program in the City of Davao, Philippines

BETWEEN THE UNDERSIGNED:

Handicap International, a non-profit making association, governed by the French law of 1st July 1901, founded on 19th July 1982 and recognised as being of public utility, based at "ERAC, 14 Avenue Berthelot, 69361 Lyon cedex 07 France" represented in The Philippines by Ms Catherine VASSEUR in her capacity as Country Program Director, and duly authorized by the Chairman, whose office is located at 12-D, 12th Floor Valero Tower, Valero St., Salcedo Village, Makati City
Hereinafter referred to as "HI"

and

The City Government Of Davao, local government unit organized and existing under and by virtue of the laws of the Republic of the Philippines with office address in the Davao City Hall, San Pedro Street, Davao City represented herein by MS. Sarah Z. Duterte-Carpio, Mayor – Davao City

and

The Southern Philippines Medical Center, a state-owned tertiary care hospital organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at J.P. Laurel Street, Davao City represented herein by DR. Leopoldo Vega, Chief of Hospital,

Hereinafter referred to as “SPMC”

and

The Department Of Health - Center for Health Development Davao Region, regional office of the state’s Department of Health organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at J.P. Laurel Street, Davao City represented herein by DR. Teogenes F. Baluma, Regional Director,

Hereinafter referred to as “DOH-CHD Davao Region”

CONSIDERING THAT

1. Cardiovascular diseases (CVD) are the leading causes of mortality and morbidity in Davao region and in the country;

2. Up to 80% of heart disease, stroke, and type 2 diabetes could be prevented by eliminating shared risk factors, mainly tobacco use, unhealthy diet, physical inactivity and the harmful use of alcohol;
3. CVDs and the resulting complications pose a socio-economic burden to the patients, their families, their communities, and the government;

4. There is a need to raise the priority accorded to non-communicable diseases and to integrate prevention and control of such diseases into policies across all government departments and levels;

5. There is a need to raise awareness on the prevention and control of CVD and;

6. Addressing the needs and sustaining efforts require a concerted effort among stakeholders.

7. A revived national program on healthy lifestyle is being finalized by the Department of Health – Center for Health Development with a general focus on non-communicable diseases.

8. A local proclamation on World Heart Day and CVD Program is being developed and processed by the Local Health Board of Davao City mandating the City Health Office to develop and pursue active partnerships to implement comprehensive and integrated population-wide interventions on CVDs among others.

9. All parties in this agreement envision having a comprehensive, integrated, accessible, sustainable, person-centred and output-based CVD Program that will:

   - fulfil the mandate of the City Government of Davao to provide health services to its populace and be responsive to the needs of the people by ensuring accessibility of quality health services;
   - enable the DOH-CHD Davao Region and Davao City Health Office (CHO) to reduce the morbidity and mortality rates due to CVD leading to improved quality of life and improved health-seeking behaviour and;
   - result in decreased number of admissions in SPMC and other health care institutions in the City of Davao related to acute cardiovascular complications such as stroke and heart attack, among others;
   - fulfil the mission of HI, especially improving the situation of persons living with chronic disabling diseases.

HAVE REACHED THE FOLLOWING AGREEMENT:

ARTICLE 1: AIMS OF THE AGREEMENT

All parties undertake to cooperate within the framework of this project defined in Article 2 of the present contract. This convention aims to define:

   - The management methods and procedures of the said project.
   - The right and undertakings of the parties in the implementation of the said partnership/project.

ARTICLE 2: COOPERATION

The project aims:

1. To formulate a Davao City CVD Program composed of three main components namely: Prevention, Control, Monitoring and Referral System using a multi-stakeholder approach involving all parties of this agreement

2. To identify and empower the actors/organizations who will spearhead the city-wide implementation of the CVD Program.

3. To compose a Steering Committee who will ensure the implementation of the provisions of the MOU and create and manage and/or supervise the Technical Working Group (TWG), which will be
composed of representatives from each partner as well as representatives from other sectors or agencies when necessary.

The functions of the TWG shall include all technical research and writing of the CVD Program as well as implementation, monitoring and evaluation activities among others. These functions and all other responsibilities of the TWG shall be documented in a Terms of Reference (ToR) to be developed by the Steering Committee during its regular meetings.

The Steering Committee shall be composed of the following:

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<tr>
<th>Organization</th>
<th>Representative</th>
<th>Role</th>
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<tr>
<td>City Government of Davao thru the City Health Office</td>
<td>City Mayor</td>
<td>Overall direction of the CVD Program: Planning, Implementation, Monitoring and Evaluation.</td>
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<td>City Health Officer</td>
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<tr>
<td>Southern Philippines Medical Center</td>
<td>Chief of Hospital</td>
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<tr>
<td>Department of Health – Center for Health Development RO XI</td>
<td>Regional Director</td>
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<td>Handicap International</td>
<td>Project Manager</td>
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4. To link all parties of this agreement in the efficient fulfilment of agreed roles and responsibilities in the CVD Program.

**ARTICLE 3: COORDINATION OF ACTIVITIES**

The Steering Committee agrees to conduct regular meetings to discuss implementation details of the program in 2011-2013. A quarterly program review shall also be conducted for the periodic review of the progress of the project’s implementation. The review aims: a) to provide recommendations on courses of action to meet planned targets; b) to evaluate the effectiveness and appropriateness of activities; and c) evaluate accomplishment of each stakeholder’s commitments in the partnership.

Minutes of each meeting will be produced, on a rotation basis by the parties.

**ARTICLE 3.1 OBLIGATIONS COMMON TO ALL PARTIES**

**Article 3.1.1 ADMINISTRATIVE AND PERSONNEL MANAGEMENT**

3.1.1.1 Each party is responsible for supplying the human and material means (staff and equipment) necessary to meet its obligations. Concerning the project, these needs are part of an agreement in principle between the parties.

3.1.1.2 Each party is individually in charge of the recruitment, training and administrative management of their personnel.

**Article 3.1.2 FINANCIAL OBLIGATIONS**

3.1.2.1 Each party bears individually the responsibilities towards its donors or other concerned parties for the implementation, the follow-up and evaluation of its part of the project. The parties share no commitment concerning financial issues.

3.1.2.2 With third parties, neither party can unilaterally commit the other. No joint responsibility can be assumed between the parties.
Article 3.1.3 OPERATIONAL OBLIGATIONS

3.1.3.1 Parties agree to name focal persons in this undertaking thereby forming the Steering Committee. The focal persons are responsible in ensuring that the commitments of their respective institutions are pursued exhaustively in the program and their respective deliverables are attained.

3.1.3.2 The Technical Working Group (TWG) will facilitate the development of the CVD Program Implementation Manual and Training Manuals for health care professionals and community health workers not later than the end of 2010. (See article 2 – 3)

ARTICLE 3.2 HANDICAP INTERNATIONAL OBLIGATIONS

3.2.1. HI shall be responsible in maintaining the coordination of all parties in this agreement throughout the duration of the CVD Project but only until November 2013. Specifically, the following will be provided:

- Venue and logistics support for coordination meetings and program reviews
- Facilitation of periodic program reviews
- Working area for the CHO-CVD Program Coordinator in the HI Project office
- Technical resources, as needed.

3.2.2. HI shall contribute to the costs of the CVD Program Activities as mentioned in its internal project document and according to the funds allocated by its donors

3.2.3. HI is chiefly responsible to its funding agencies for the effective and efficient achievement of the goals of its project. For this purpose, HI shall endeavour to build the capacity of the other parties to cater to persons with CVD including diabetes and arterial hypertension in Davao City through trainings. The support shall include but may not be limited to the following:

- Training of Health Care team on screening and management including prevention of complications for each of the following professions: doctors, nurses, nutritionists and midwives of the City Health Office
- Training of Trainers in Cardiovascular Disease Risk Factors
- Provision of manuals for the training of the Health Care Teams including Health Care Professionals and Community Health Workers
- Acquisition of medical equipment for the Davao City Health Office
- Improvement of existing medical tools and integration of CVD risk factors in the tools
- Support to Local Diabetes Support Groups including trainings on organizational management and peer support
- Technical support to SPMC, as needed or to be defined until 2013

3.2.4. HI shall continue networking with international actors working in the field of disability and CVD including diabetes and act as a link between the stakeholders of this agreement and other international organizations.

Article 3.3 CITY GOVERNMENT OF DAVAO OBLIGATIONS

3.3.1. The City Government of Davao shall designate the City Health Office as focal agency in the implementation of the CVD Program.

3.3.2. The City Government of Davao shall be actively represented by the City Health Officer in the CVD Program coordination meetings and periodic program reviews, among others.
3.3.3. The **City Government of Davao**, through the Local Health Board, shall formulate policies, resolutions and ordinances for the adoption and implementation of a CVD program at the city and barangay levels.

3.3.4. The **City Government of Davao** shall actively initiate and lead in information campaigns and other social mobilization activities related to the CVD Program.

3.3.5. The **City Government of Davao** shall ensure that the CVD Program is mainstreamed in its development plans down to the level of the barangay.

3.3.6. The **City Government of Davao** shall ensure that financial and human resources, among others, are allocated in the implementation of and for the sustainability of the CVD Program under the **Davao City Health Office** and take in charge the following activities:

- Printing of forms, medical tools, referral system tools and other documents
- Purchase of equipment in support to Diabetes and Heart Days in the health centres
- Field supervision, CVD Program Monitoring and Evaluation
- Subsidy to transportation expenses of Health Care Professionals during trainings

3.3.7. Under the responsibility of the **City Government of Davao**, the **City Health Office (CHO)** shall:

- name a CVD Program Coordinator who shall oversee all coordination activities of the CVD Program in the city level, community level and partner/stakeholder level.
- be the lead implementer of the CVD Program and its activities from the city to the barangay levels. These activities include but are not limited to the following:
  - Conduct of screening activities in the city and barangay levels
  - Provision of consultation, treatment and nutrition counselling
  - Provision of essential drugs through the Botika ng Barangay and the health centres
  - Management and referral of patients
- provide the necessary health personnel and/or human resources who will be responsible in ensuring that the activities are implemented, monitored and evaluated.
- provide the doctors, nurses, nutritionists and midwives for the trainings to be supported by HI.
- ensure that the trained healthcare professionals shall train all the community health workers in their districts and that the gained knowledge and skills are practiced in duly-organized Diabetes and Heart Days in each health centre.

For every training **CHO** shall provide to **HI**

- Action plan for trainings including time frame of the roll out of trainings
- Lists of the training attendees
- Training modules or contents

- identify a core group of health care professionals from its institution who shall participate in the training of trainers to be supported by HI.

The knowledge and skills of the trained core group will be measured through a return demonstration of one city and/or municipality and/or provincial health office on the implementation of a similar CVD Program. All training needs and requirements shall be provided and coordinated by the **CHO** thru the trained core group with funding support from **HI**, still, as part of the Training of Trainers.

This core group will also be made available to other city, municipality or provincial government health offices in nearby areas who are interested on the implementation of a similar CVD Program. However, all the costs of the training shall be borne by the requesting local government unit.
be responsible in establishing one (1) community-based Rehabilitation Center that will include a wound care clinic, smoking cessation services and depository of insulin for insulin therapy until 2013.

**Article 3.4 Southern Philippines Medical Center Obligations**

3.4.1. **SPMC** shall name a CVD Focal Person who shall be responsible in coordinating the activities of the CVD Program in its institution and other stakeholders.

3.4.2. **SPMC** shall receive referrals of patients requiring tertiary and specialized care.

3.4.3. **SPMC** shall coordinate with the Local Government Units (LGU) in both the city and barangay levels for continuing patient care in the outpatient setting.

3.4.4. **SPMC** shall provide technical assistance in the capacity-building of health care providers and community members in coordination with **DOH-CHD Davao Region** and Davao City Health Office.

3.4.5. **SPMC** shall conduct other CVD activities within its expertise and resources which include but not limited to screening activities for additional risk factors needing tertiary care.

**Article 3.5 Department of Health Obligations**

3.5.1. **DOH-CHD Davao Region** shall name a Non-Communicable Disease Program Coordinator who shall be responsible in coordinating the activities of the CVD Program in its institution and other stakeholders.

3.5.2. **DOH-CHD Davao Region** shall prioritize Davao City in the roll out of the revised Healthy Lifestyle Manual.

3.5.3. **DOH-CHD Davao Region** shall provide technical assistance in the conduct of capacity-building of health personnel (doctors, nurses and midwives) on its healthy lifestyle program.

3.5.4. **DOH-CHD Davao Region** shall allocate human and financial resources for the training of the required health personnel on the integrated Healthy Lifestyle and CVD Programs.

3.5.5. **DOH-CHD Davao Region** shall extend technical assistance in the adoption of the CVD Program’s Manual of Procedures.

3.5.6. **DOH-CHD Davao Region** shall provide technical assistance to the City Government of Davao in the development of health programs and policies related to the CVD program.

**Article 4: Ethics and Principles**

Each party respects the other’s philosophy and ethical principles.

The parties shall respect, in accordance with the professional codes of ethics and the legislation in force in the Philippines, the confidentiality of the documents produced for whatever reason and of the work and reflections of both parties.

All parties shall own credit in all work outputs, publications and reports produced by virtue and pursuant to this agreement.

They shall be identified as source of said outputs in any publication, report or public discussion of said output. Likewise, they shall have the right to use all data and findings resulting from the project for the enhancement of their academic or official functions and research projects.

Each party may publish the output or any information prepared or produced as a result of the agreement, provided that:

- Written permission to publish has been granted by the rest of the parties, and;
- Copies of the published reports are furnished to the rest of the parties.
**ARTICLE 5: RESERVE, VISIBILITY AND PUBLIC RELATIONS**

Internal issues concerning either one of the *parties*, of which the other party may be aware within the framework of this partnership, are strictly confidential.

Each *party* undertakes to mention the rest of the parties in all public communications concerning joint projects including donors’ visibility.

Unless the *parties* request or agree otherwise, the CHO, being the lead implementer of the program shall take all appropriate measures to publicise the fact that the program has received funding from each party’s donor/s. Information given to the press, the beneficiaries of the program, all related publicity material, official notices, reports and publications, shall acknowledge that the program was carried out with funding support from multi-donors and shall display in appropriate way the donors’ logos, unless otherwise prohibited.

In cases where equipment and major supplies have been purchased using funds provided by the *parties*, all shall agree to include appropriate acknowledgement on such equipment and major supplies (including display of donors’ logos, if any) provided that such actions do not jeopardize the privileges and immunities of those involved in the program and the safety and security of program implementers.

If an equipment bought in this program using HI contribution is not transferred to any one of the *parties* herein or the final recipient of the program at the end of the implementation period specified in this agreement, the visibility requirements as regards this equipment (in particular, the display of funder’s logos) shall continue to apply between the end of the implementation period specified in this agreement and the end of the overall program, if the latter is longer.

**ARTICLE 6: LEGAL NATURE OF THE RELATIONSHIP**

Through this partnership, the *parties* create no new legal entity. The *parties* are independent from each other, particularly financially.

**ARTICLE 7: DURATION OF THE CONTRACT**

The present contract takes effect from the date of signature by the parties, and is effective until December 31, 2013.

It is the intention of the *parties*, subject to the availability of their respective funding for this purpose, to carry out in good faith their roles and responsibilities as described in this agreement, and when deemed necessary or appropriate, to enter into further agreements with each other and other implementing organizations or other parties to carry out such roles and responsibilities.

Nevertheless, the present contract will automatically cease in case of absolute necessity (for instance, should funding provided by HI backers for the project described in article 2 be discontinued, in case of inadequate safety conditions…).

**ARTICLE 8: SETTLING OF DISPUTES**

In case of problems concerning the interpretation or application of the present, the parties will endeavour to settle their dispute out of court.

In case of lasting disagreement, Philippine Laws will apply and the dispute will be settled in the proper court.
IN WITNESS THEREOF, we have set unto our hands this ___ day of ______, at Davao City, Philippines.

__________________________  ____________________________
CATHARINE VASSEUR          SARAH DUTERTE - CARPIO
HANDICAP INTERNATIONAL       CITY GOVERNMENT OF DAVAO

__________________________  ____________________________
LEOPOLDO VEGA               TEOGENES BALUMA
SOUTHERN PHILIPPINES MEDICAL CENTER
DEPARTMENT OF HEALTH – CENTER
FOR HEALTH DEVELOPMENT
REGIONAL OFFICE XI

WITNESSES
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF ____________________ ) S.S.

BEFORE ME, a Notary Public for and in the City of ________ personally appeared the following:

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<th>NAME</th>
<th>CTC NO.</th>
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<tbody>
<tr>
<td>CATHERINE VASSEUR</td>
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<td>SARAH DUTERTE - CARPIO</td>
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<td>LEOPOLDO VEGA</td>
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<td>TEOGENES BALUMA</td>
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Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This agreement consisting of eight (8) pages has been signed by the parties on each and every page thereof, including this page whereon this acknowledgment appears.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal this ____ day of ______, 2010 at the City of ____________________.

NOTARY PUBLIC

Doc. No. ______
Page No. ______
Book No. ______
Series of 2010.