



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 8TH SPECIAL SESSION OF THE 11TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON APRIL 25, 2022.

Present:

HON. WILFREDO L. MALONG, SR.	- Municipal Vice Mayor
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. ARNOLD L. FLORES	- SB Member
HON. GLEWIN L. RUBIO	- SB Member
HON. ELYNOR S. CORTEZ	- SB Member
HON. GERARDO Y. GAMAL	- SB Member
HON. ZENAIDA C. LOSABIA	- SB Member
HON. ROLLY L. CHING	- SB Member
HON. JESSIE NIEL C. PAULO	- ABC President
HON. JEZIEL R. DAGUPAN	- SKF President
HON. ROMEO D. PARILA	- IPMR

Absent:

None

RESOLUTION NO. 0321-2022

RESOLUTION AUTHORIZING THE HONORABLE MAYOR JUNAFLOR S. CERILLES, RMT, MAGD, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) BY AND BETWEEN THE DEPARTMENT OF HEALTH (DOH) – ZAMBOANGA PENINSULA - CENTER FOR HEALTH DEVELOPMENT FOR THE TRANSFER OF FUNDS FOR THE MEAL ACCOMMODATION AND TRANSFORMATION (MAT) BENEFITS TO PUBLIC HEALTH CARE WORKERS (HCWs) IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented to this august body for appropriate action, the request of Dr. Patrick Kean L. Toledo, Municipal Health Officer, to authorize the Local Chief Executive to enter into a Memorandum of Agreement (MOA) by and between the Department of Health – Zamboanga Peninsula – Center for the Health Development for the transfer of funds for the Meal Accommodation and Transformation (MAT) benefits to Public Health Workers (HCWs) in the municipality;

WHEREAS, the Department of Health (DOH) issued Administrative Order (AO) No. 2021-0062, dated December 16, 2021, providing the guidelines on the provision of meals, accommodation, and transportation MAT benefits as cash equivalent to public and private HCWs for the period of September 15 to December 19, 2020;



WHEREAS, this august body acknowledged the importance of MAT benefits in recognition of continuing valiant efforts for the Health Care Workers (HCWs) in the locality;

WHEREAS, after careful review and exhausted deliberation, finding the same sound, proper, and in order;

NOW, THEREFORE, premises above-considered, on motion by **HON. GLEWIN L. RUBIO** the body resolved, as it hereby resolves to authorize the Local Chief Executive, to enter into a Memorandum of Agreement (MOA) by and between the Department of Health – Zamboanga Peninsula – Center for the Health Development for the transfer of funds for the Meal Accommodation and Transformation (MAT) benefits to Public Health Workers (HCWs) in the Municipality of Dumalinao, Zamboanga del Sur.


LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this 25th day of APRIL 2022, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


ATTY. MAYUS RYAN D. ANDO
SB Secretary

Attested and approved by:


WILFREDO L. MALONG, SR.
Municipal Vice Mayor - Presiding Officer

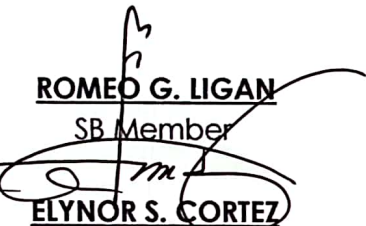


CERTIFICATION

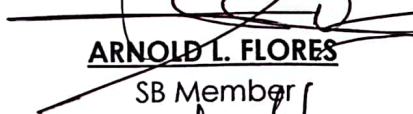
We, members of the **11th Sangguniang Bayan** of Dumalinao, Zamboanga del Sur, Philippines, after review and perusal of the resolution consisting **THREE (3) PAGES** including the page hereof, hereby certify that this is true and correct matters officially passed and approved on the **8th SPECIAL SESSION** dated **APRIL 25, 2022** at Dumalinao, Zamboanga del Sur

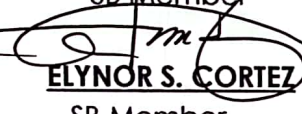

WILFREDO L. MALONG, SR.
Municipal Vice Mayor

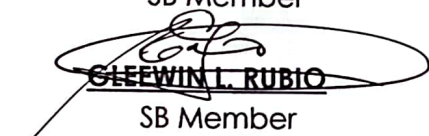

ROLLY L. CHING
SB Member

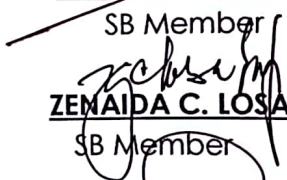

ROMEO G. LIGAN
SB Member


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GLEEWIN L. RUBIO
SB Member


ZENAIDA C. LOSABIA
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ROMEO D. PARILA
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GERARDO Y. GAMAL
SB Member


JESSIE NIEL C. PAULO
ABC President


JEZIEL R. DAGUPAN
SKF-President





Republic of the Philippines
Province of Zamboanga del Sur
Municipality of Dumalinao

MUNICIPAL HEALTH OFFICE

1st ENDORSEMENT

Sangguniang Bayan Office
Municipality of Dumalinao
Pag-asa, Dumalinao, ZDS

Sir;


GOOD DAY!

Respectfully endorsing to your office thru the presiding officer **HON. WILFREDO MALONG**, an endorsement to authorize the Local Chief Executive **HON. JUNAFLORES S. CERILLES, RMT, MAGD** to enter a Memorandum of Agreement by and between the Center for Health Development Zamboanga peninsula for the transfer of funds for the Meals Accommodation and Transformation (MAT) benefits as cash equivalent to public Health Care Workers (HCWs).

Thank you & God Bless!


PATRICK KEAN L. TOLEDO, MD

Municipal Health Officer

Endorsement 

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This AGREEMENT is entered into and executed by and between:

The **DEPARTMENT of HEALTH - ZAMBOANGA PENINSULA - CENTER FOR HEALTH DEVELOPMENT** a national government agency responsible for ensuring access to basic public health services to all Filipinos through the provision of quality health care and regulation of health goods and services, with office address at Upper Calarian, herein represented by **JOSHUA G. BRILLANTES, MD, MPH, CESE**, in his capacity as Officer in Charge - Regional Director of Zamboanga Peninsula – Center for Health Development, and hereafter referred to as **“FIRST PARTY”**;

- and -

The **LOCAL GOVERNMENT UNIT OF DUMALINAO**, a Local Government Unit established under the laws of the Republic of the Philippines, with address at Barangay, Pag-asa, Dumalinao, Zamboanga Del Sur, represented herein by the Municipal Mayor, **JUNAFLO S. CERILLES, RMT, MPM** hereinafter referred to as the **“SECOND PARTY”**

(hereafter collectively referred to as **“Parties”**)

WITNESSETH:

WHEREAS, Proclamation No. 922 (s. 2020) declared a State of Public Health Emergency in recognition of the COVID-19 public health event as threat to national security, and prompted a whole-of-government approach in addressing the COVID-19 outbreak in the country;

WHEREAS, Republic Act (RA) 11494 known as *“Bayanihan to Recover as One Act”* affirmed the existence of a continuing national emergency in view of the unabated spread of COVID-19 and the economic disruption ensuing from it;

WHEREAS, Section 4(1) of the same Act mandates the provision of life insurance, accommodation, transportation, and meals which shall be made available to all public and private health workers during the state of national emergency as declared by the President, regardless of the community quarantine status;

WHEREAS, in recognition of the continuing valiant efforts of the health care workers (HCWs), the Office of the President issued Memorandum dated December 3, 2021 approving the Department of Health’s request for modification in the allotment of funds, from the Presidential Contingent Fund initially released for procurement of COVID-19 vaccines to cover the provision of meals, accommodation, and transportation (MAT) benefits in the form of its cash equivalent to HCWs that have yet to receive the said benefits covering the period of September 15 to December 19, 2020;

WHEREAS, the Department of Health (DOH) issued Administrative Order (AO) No. 2021-0062, dated December 16, 2021, providing the guidelines on the

JOSHUA G. BRILLANTES, MD, MPH, CESE
OIC – Director IV

IRIS A. SANSON, CPA
Accountant III

JUNAFLO S. CERILLES, MAGD
Municipal Mayor

E. LUSAYA, REE, MSc, ManE
Administrative Officer

provision of meals, accommodation, and transportation MAT benefits as cash equivalent to public and private HCWs for the period of September 15 to December 19, 2020;

WHEREAS, under Section VI.B.3 of AO No. 2021-0062, the First Party shall enter into a Memorandum of Agreement (MOA) for the transfer of funds for the MAT benefits to the Second Party;

WHEREAS, under Department Order (DO) No. 2022-0096, the FIRST PARTY shall transfer funds in the total amount of **FIVE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED PESOS (549,500.00)** to the SECOND PARTY to cover the cost of the grant of MAT benefits chargeable against the *Other Operating Expenses (MOOE) Quick Response Funds (QRF) under SARO No. BMB-B-21-0002785 dated June 03, 2021 Contingency Fund*;

WHEREAS, Certificate of Availability of Funds (CAF) No. _____ was issued to cover the said amount.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

SECTION I. ROLES AND RESPONSIBILITIES OF THE PARTIES

- A. The **FIRST PARTY** shall transfer funds to and/or reimburse the **SECOND PARTY** in the amount of **FIVE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED PESOS (549,500.00)** for the grant of MAT benefits, reckoned from September 15 to December 19, 2020 to the **SECOND PARTY**'s eligible HCWs, as determined by the **SECOND PARTY** in accordance with AO No. 2021-0062.
- B. The **SECOND PARTY** shall i) facilitate the payment of MAT benefits to its eligible HCWs, ii) ensure that there is no duplicity of the names of the HCWs, iii) require the HWCs to sign a quitclaim with an undertaking that in case the HCWs receive MAT benefits twice or more from one (1) or more health facilities, the HCWs shall return the excess amount, iv) submit to **FIRST PARTY** the final report on the number of eligible HCWs signed by the human resource personnel or personnel division and certified by the head of the facility; as well as any other related guidelines that may be issued by the **FIRST PARTY**.
- C. The **SECOND PARTY** shall submit to the **FIRST PARTY** financial and accomplishment reports for monitoring, in accordance with pertinent accounting and auditing rules and regulations on or before the 10th day of the month following its recording in the Monthly Statement or Allotment and Obligation and Balance.
- D. The **SECOND PARTY** shall submit a liquidation report in accordance with pertinent accounting rules and regulations within 30 days from termination of this Agreement.

IRIS A. SANSON, CPA
Accountant III

Second party

MSc, ManE
:er

Any subsequent fund transfer is subject to proper liquidation of the previously transferred funds.

- E. The **PARTIES** shall at all times ensure processing of sensitive and personal information in accordance with the Republic Act 10173 (Data Privacy Act of 2012) and all other related issuances of the National Privacy Commission.

SECTION II. TERM OF AGREEMENT

This Agreement is effective from the date of its execution until earlier of a) termination for justifiable cause, b) exhaustion of transferred funds, c) when funds have become insufficient or unavailable.

Violation by the **SECOND PARTY** of this Agreement or any of the relevant issuances of the **FIRST PARTY** may be a ground for termination of this Agreement, without prejudice to other courses of action and remedies available under the circumstances.

Obligations that by their nature shall continue after the termination shall survive such termination.

SECTION III. WARRANTIES AND REPRESENTATIONS

- A. The Parties represent and warrant that they possess all rights and have full power and authority necessary to enter into this Agreement and perform all of their obligations.
- B. Each Party's execution, delivery and performance of this Agreement does not conflict with any agreement, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body, or administrative agency having jurisdiction over such Party.
- C. In entering into this Agreement and performing their respective obligations hereunder, the Parties warrant compliance with all applicable laws, rules and regulations.

SECTION IV. AMENDMENT

This agreement shall not be modified except by mutual agreement of both parties expressed in writing. Notwithstanding, relevant issuances shall apply suppletorily as applicable without need of any amendment.

SECTION V. INTERPRETATION

In case of doubt or dispute in the interpretation of this agreement, the parties shall, in good faith, exert earnest efforts to resolve the same. Should there be conflict between the provision of this Agreement and any of the issuances, the latter shall prevail.

SECTION VI. SETTLEMENT OF DISPUTES

Without prejudice to the FIRST PARTY's rights under Section II, the parties shall exert every effort to amicably resolve disputes in connection with this Agreement. In case of failure to reach an amicable settlement, redress may be sought in accordance with applicable laws.

SECTION VII. LIMITATION OF LIABILITY

The SECOND PARTY shall defend and hold the FIRST PARTY harmless from any liability, claim or suit arising from this Agreement, except to the extent that the FIRST PARTY has been shown to cause or contribute to the liability or claim through its gross negligence or willful misconduct.

SECTION VIII. SEPARABILITY

Any provision in this Agreement that is found to be invalid or unenforceable shall not affect the remaining provisions that can otherwise be validly enforced.

IN WITNESS WHEREOF, all parties have signed this Memorandum of Agreement on _____ at _____.

FIRST PARTY

By:

JOSHUA G. BRILLANTES, MD, MPH, CESE
OIC – Director IV

SECOND PARTY

By:

JUNAFLO S. CERILLES, RMT, MPM
Municipal Mayor

SIGNED IN THE PRESENCE OF:

DOMINGO E. LUSAYA, REE, MSc, ManE
Chief Administrative Officer

IRIS A. SANSON, CPA
Accountant III

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S

BEFORE ME, a Notary Public, this ____ day of _____. 2022 in _____, personally appeared the following persons:

NAME	Government Issued I.D.	Place/Date of Issue
JOSHUA G. BRILLANTES, MD, MPH, CESE	PRC ID NO: 0072909	MANILA / 1991

ANSON, CPA
Accountant III

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Both known to me to be the same persons who executed the foregoing Memorandum of Agreement, duly signed by their witnesses, and who acknowledge to me that the same is their own free and voluntary act and deed as well as the agency they represent.

This contract consists of _____ pages, including this page, where the acknowledgment is written, and signed on each page by the parties and respective witnesses.

WITNESS MY HAND AND SEAL this _____ in _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2022.