



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 30th REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON APRIL 3, 2023.

Present:

HON. LORENZO S. ALCANTARA	- Municipal Vice Mayor
HON. RONALDO D. ENCABO	- SB Member
HON. ARNOLD L. FLORES	- SB Member
HON. FREDERICK R. BALANDRA	- SB Member
HON. HERMES B. CABALES	- SB Member
HON. MA. GEMMA C. ALBISO	- SB Member
HON. RHOLLY A. LABANG	- SB Member
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. JESSIE NIEL C. PAULO	- ABC President
HON. ROMEO D. PARILA	- IPMR

Absent:

HON. JEZIEL R. DAGUPAN	- SKF President – Sick Leave
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RESOLUTION NO. 0164-2023

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO R. S. CERILLES, RMT, MAGD, TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO WITH DEPARTMENT OF HEALTH ZAMBOANGA PENINSULA-CENTER FOR HEALTH DEVELOPMENT, REPRESENTED BY ITS OFFICER IN CHARGE-REGIONAL DIRECTOR JOSHUA G. BRILLIANTES, MD, MPH, CESO IV, FOR THE TRANSFER OF FUNDS OF ONE COVID-19 ALLOWANCES FOR THE MUNICIPAL HEALTH AND NON-HEALTH PERSONNEL IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the letter request of the Municipal Health Officer to authorize the Local Chief Executive to enter into and sign a MOA on behalf of the LGU-Dumalinao with DOH Zamboanga Peninsula-Center for Health Development for the transfer of funds of One Covid-19 Allowances for the Municipal Health and Non-Health Personnel in the locality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;



WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the One Covid-19 Allowances for the Municipal Health and Non-Health Personnel is a granted benefit to HCW or Non-HCW that has physically rendered services on COVID-19 response in all health facilities, including military hospitals, government-owned and controlled corporations (GOCCs), state university hospital, and private-licensed health facilities;

WHEREAS, the Municipal Health Office of the municipality has healthcare workers and non-healthcare workers who are eligible for the said benefits;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

NOW, THEREFORE, premises above-considered, on motion by **HON. JELITO R. PEÑONAL**, the body resolved, as it hereby resolves, to authorize the Local Chief Executive, Honorable Mayor Junaflor S. Cerilles, RMT, MAGD, to enter into and sign a Memorandum of Agreement (MOA) on behalf of the Local Government Unit of Dumaliniao with Department of Health Zamboanga Peninsula-Center for Health Development, represented by its Officer In Charge-Regional Director Joshua G. Brilliantes, MD, MPH, CESO IV for the transfer of funds of One Covid-19 Allowances for The Municipal Health and Non-Health Personnel in the Municipality of Dumaliniao, 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 3rd day of APRIL 2023, at Dumaliniao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


ATTY. MAYUS RYAN D. ANDO
SB Secretary

Attested and approved by:


LORENZO S. ALCANTARA
Vice Mayor - Presiding Officer





REPUBLIC OF THE PHILIPPINES
PROVINCE OF ZAMBOANGA DEL SUR
Municipality of Dumalinao
MUNICIPAL HEALTH OFFICE

1st Endorsement

24th March 2023

Respectfully submitting to the Sangguniang Bayan of this Municipality thru Hon. Lorenzo S. Alcantara, the presiding officer, an endorsement requesting for a resolution authorizing the Local Chief Executive to enter and sign the Memorandum of Agreement (MOA) with the Department of Health Zamboanga Peninsula- Center for Health Development for the transfer of funds of One COVID-19 Allowances for the month of June 2022 and Health Emergency Allowance for the Municipal Health Office health & non-health personnel.


PATRICK KEAN L. TOLEDO, MD
Municipal Health Officer

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MEMORANDUM OF AGREEMENT

RECEIVED
Date: 08-24-22 Time: 10:31 AM
By: [Signature]

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/Department of Health regional office 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, Zamboanga City, herein represented by JOSHUA G. BRILLIANTES, MD, MPH, CESO IV in the official capacity as Officer in Charge – Regional Director of Zamboanga Peninsula – Center for Health Development and hereafter referred to as “FIRST PARTY”;

- and -

The NAME OF NAME OF LOCAL GOVERNMENT UNIT/PRIVATE HOSPITAL/CONCERNED INSTITUTION, PERTINENT DESCRIPTION AND MANDATE OF THE HEALTH FACILITY, (e.g University of the Philippines, a public private and secular institution of higher learning, created by virtue of Act No. 1870, as amended, and reorganized and operating by virtue of Republic Act No. 9500), with address at (COMPLETE FACILITY ADDRESS), herein represented by NAME OF AUTHORIZED REPRESENTATIVE) in the official capacity as (POSITION/DESIGNATION), and hereafter referred to as “SECOND PARTY”;

Hereafter collectively referred to as “Parties”

WITNESSETH:

WHEREAS, Republic Act (RA) No. 11639, or the General Appropriations Act (GAA) for Fiscal Year (FY) 2022, provides the basis for funds release on the grant of COVID-19 benefits for public and private health care workers and non-health care workers, regardless of employment status, who are involved in COVID-19 response in all health facilities including military hospitals, Government-Owned and Controlled Corporations (GOCCs), state university hospitals and private-licensed health facilities;

WHEREAS, FY 2022 GAA Special Provision, specifically Section 14, allocates the fund for the COVID-19 benefits that shall be based on risk exposure of the health care worker and non-health care workers in particular setting;

WHEREAS, the Department of Health (DOH) Administrative Order (AO) No. 2022-0001 dated January 14, 2022, or the Guidelines for COVID-19 Risk Exposure Classification of Health Care Workers, was issued to set the parameters for determining the risk exposure of personnel in COVID-19 response-involved health facilities;

WHEREAS, the Department of Budget and Management (DBM) and DOH issued Joint Circular (JC) No. 2022-0001, dated February 10, 2022, providing the guidelines for the grant of ONE COVID-19 ALLOWANCE (OCA) for public and private health care workers and non-health care workers, particularly requiring the PARTIES to enter into a Memorandum of Agreement.

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

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SECTION I. ROLES AND RESPONSIBILITIES OF THE PARTIES

- A. The **FIRST PARTY** shall transfer funds to the **SECOND PARTY** in the amount indicated in the monthly approved OCA form by the Department of Health Central Office for the grant of OCA to the **SECOND PARTY**'s eligible health care workers and non-health care workers, as determined by the **SECOND PARTY** in accordance with DBM-DOH JC. No. _____.
- B. The **SECOND PARTY** shall i) facilitate the payment of OCA benefits to its eligible health care workers and non-health care workers as guided by DBM-DOH Joint Circular No 2022-0001 entitled "*Guidelines on the Grant of One COVID-19 Allowance (OCA) to Public and Private Health care Workers (HCWs) and Non-HCWs in Health Facilities Involved in COVID-19 Response*" and DOH AO No. 2022-0001 entitled "*Guidelines for COVID-19 Risk Exposure Classification for Healthcare Workers*"; ii) ensure that there is no duplicity of the names of the health care workers and non-health care workers, iii) require the health care workers and non-health care workers to sign a quitclaim with an undertaking that in case the health care workers and non-health care workers receive OCA benefits twice or more from one (1) or more health facilities, the health care workers and non-health care workers shall return the excess amount, iv) submit to FIRST PARTY the final report on the number of eligible health care workers and non-health care workers 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. Transferred funds must be utilized for its intended purpose within 1 month from the transfer of funds but not later than *December 31, 2023*.
- E. The **SECOND PARTY** shall submit a liquidation report with the attached Reports of Checks Issued (RCI) and the Report of Disbursement (RD) certified correct by the Head of the Accounting Office and approved by the Head of the Implementing Agency within ten (10) days after the agreed period for the Project (4.6 General Guidelines of COA Circular 94-013 dated December 13, 1994).

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

- F. The **PARTIES** shall ensure that processing of sensitive and personal information is strictly in observance with Republic Act 10173, or the Data Privacy Act of 2012 and all other related National Privacy Commission issuances.

SECTION II. TERM OF AGREEMENT

This Agreement shall be effective from the date of its execution unless shortened by these circumstances: a) mutually agreed in writing by the **PARTIES**; b) termination for justifiable cause after due notice; c) exhaustion of transferred funds; d) insufficiency or unavailability of funds; e) the Agreement purposes or reasons have been accomplished or failed to exist, respectively, or d) December 31, 2023.

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 which by nature are intended to continue beyond the termination of the Agreement 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 consent in writing by the parties. Notwithstanding, relevant issuances shall apply suppletory 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, CESO IV
OIC – Director IV
ZP – CHD

SECOND PARTY

By:

Name of Authorized Representative
Position
Office

SIGNED IN THE PRESENCE OF:

DOMINGO E. LUSAYA, REE, MSc, ManE
Chief Administrative Officer
ZP – CHD

IRIS A. SANSON, CPA
Accountant III
ZP – CHD

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S

BEFORE ME, a Notary Public, this _____ day of _____, 2023 in _____, personally appeared the following persons:

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

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 2023.