



Republic of the Philippines  
**PROVINCE OF ZAMBOANGA DEL NORTE**  
Municipality of Siayan



**OFFICE OF THE SANGGUNIANG BAYAN**

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF SIAYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 17<sup>TH</sup> DAY OF MARCH, 2025.

**PRESENT:**

Hon. Josecor S. Gepolongca, Presiding Officer,  
Hon. Daisy A. Limbang, Majority Floor Leader,  
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader,  
Hon. Raul P. Dominise, Presiding Officer Pro-Tempore,  
Hon. Roel J. Pabiran,  
Hon. Rey L. Anugon,  
Hon. Wencito B. Intoy,  
Hon. Billynel C. Catig,  
Hon. Estrella S. Zapalos, Minority Floor Leader,  
Hon. Maria Gina Z. Atay, LIGA President,  
Hon. Dave F. Labadlabad, SK Fed. President,  
Hon. Johnny C. Anugon, Sr. IPMR,

Municipal Vice Mayor  
Sangguniang Bayan Member

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**ABSENT:**

None

**"RESOLUTION NO. 065  
Series of 2025**

RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF HEALTH (DOH), ZAMBOANGA PENINSULA CENTER FOR HEALTH DEVELOPMENT, REPRESENTED BY ITS REGIONAL DIRECTOR, JOSHUA G. BRILLANTES, MD, MPH, CESO IV FOR THE GRANT OF HEALTH EMERGENCY ALLOWANCE (HEA) TO ELIGIBLE PUBLIC HEALTH CARE AND NON HEALTH CARE WORKERS IN THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE.

WHEREAS, the terms and conditions of both parties are stipulated in the Memorandum of Agreement (MOA);

WHEREFORE, premised considered and on motion of Hon. Daisy A. Limbang, duly seconded by Hon. Dave F. Labadlabad and Hon. Wencito B. Intoy, it was

RESOLVED, as this body hereby resolved by AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF HEALTH (DOH), ZAMBOANGA PENINSULA CENTER FOR HEALTH DEVELOPMENT, REPRESENTED BY ITS REGIONAL DIRECTOR, JOSHUA G. BRILLANTES, MD, MPH, CESO IV FOR THE GRANT OF HEALTH EMERGENCY ALLOWANCE (HEA) TO ELIGIBLE PUBLIC HEALTH CARE AND NON HEALTH CARE WORKERS IN THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE.

RESOLVED FINALLY, to furnish copies of this resolution to all other offices concerned for information and appropriated action.

Carried unanimously"

*I HEREBY CERTIFY to the correctness of the above-quoted resolution.*

**MARCELO S. EGUANAN, MPM, LPT**  
Secretary to the Sangguniang Bayan

CERTIFIED CORRECT  
AS TO ITS PASSAGE:

**ATTY. JOSECOR S. GEPOLONGCA**  
Municipal Vice Mayor  
(Presiding Officer)



## 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/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. BRILLANTES, MD, MPH, CESO IV** in the official capacity as **Regional Director of Zamboanga Peninsula – Center for Health Development**, and hereafter referred to as **"FIRST PARTY"**;

- and -

The **LOCAL GOVERNMENT UNIT OF SIAYAN**, (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 **POBLACION, SIAYAN ZAMBOANGA DEL NORTE**, herein represented by **ALBERTO J. BONGCAWEL** in the official capacity as **Municipal Mayor**, and hereafter referred to as **"SECOND PARTY"**;

Hereafter collectively referred to as **"Parties"**

### WITNESSETH:

**WHEREAS**, Republic Act (RA) No. 11712 known as the *Public Health Emergency Benefits and Allowances for Health Care Workers Act* and its Implementing Rules and Regulations (IRR) provides for the payment of Health Emergency Allowance (HEA), Sickness and Death Compensation and other Benefits for public and private health care workers (HCWs) and non-HCWs during the COVID-19 pandemic and other future public health emergencies with retroactive application starting July 1, 2021;

**WHEREAS**, Section 5 of the same Act stipulates that the amount of HEA shall vary based on the risk exposure categorization of the HCWs and non-HCWs in particular setting: three thousand pesos (Php 3,000.00) for low risk, six thousand pesos (Php 6,000.00) for medium risk, and nine thousand pesos (Php 9,000.00) for high risk;

**WHEREAS**, the DOH Administrative Order (AO) No. 2022-0001-A or the *Amendment to Administrative Order No. 2022-0001 entitled "Guidelines for COVID-19 Risk Exposure Classification of Healthcare Workers"* was issued to set the parameters for determining the risk exposure of personnel in COVID-19 response-involved health facilities;

**WHEREAS**, the DOH - Department of Budget and Management (DBM) issued Joint Administrative Order (JAO) No. 2023-0001, dated October 16, 2023 entitled *"Guidelines on the Grant of Health Emergency Allowance to Public and Private Health Care Workers (HCWs) and Non-HCWs During the State of Public Health Emergency Due to COVID-19"* to provide guidelines for a rationalized identification of eligible health facilities;

**WHEREAS**, the DOH issued Department Order (DO) No. \_\_\_\_\_ providing guidelines on the sub-allotments/transfers and disbursements of funds for the grant of HEA to eligible HCWs and non-HCWs.

**WHEREAS**, the availability of funds for the subject transfer is evidenced by *Certificate of Availability of Funds (CAF)* No. \_\_\_\_\_ dated \_\_\_\_\_ amounting to Php \_\_\_\_\_;

**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 the **SECOND PARTY** in the amount of Php\_\_\_\_\_ for the grant of HEA to the eligible HCWs and non-HCWs, upon submission of the complete documentary requirements and subject to pertinent accounting rules and regulations.

No transfer of funds shall be made by the **FIRST PARTY** to the **SECOND PARTY** without the latter's submission of liquidation report of previously transferred funds.

- B. The **SECOND PARTY** shall:

1. Submit the official HEA forms and attestation form to the **FIRST PARTY** prior to transfer of funds.
2. Facilitate the payment of HEA benefits to its eligible HCWs and non-HCWs as guided by DOH-DBM JAO No. 2023-0001, as well as any other relevant issuances;
3. Ensure that there is no duplicity of the names of the HCWs and non-HCWs;
4. Require the HCWs and non-HCWs to sign a quitclaim with an undertaking to return the excess amount in case they receive HEA benefits more than once for the same month;
5. Submit to **FIRST PARTY** the final report on the number of eligible HCWs and non-HCWs who received the HEA benefits, as signed by the human resource personnel or personnel division and certified by the head of the facility;
6. Comply with any other related guidelines that may be issued by the **FIRST PARTY**;
7. Utilize the transferred funds for the intended purpose in accordance with the DO and return to the **FIRST PARTY** any unutilized funds. In the event of an extension of the fund utilization as duly authorized by the Department of Health, the relevant issuance shall be deemed incorporated in this agreement, pursuant to Section IV herein;
8. 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.

- C. 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 until the occurrence of any of these circumstances: a) termination mutually agreed upon in writing by the **PARTIES**; b) termination for justifiable cause after due notice; c) exhaustion of transferred funds; or d) insufficiency or unavailability of funds.

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.
- D. The Parties warrant that the 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 IV. AMENDMENT**

This agreement shall not be modified except by mutual consent in writing by the parties. 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. Failing such resolution, the said dispute shall be elevated to and resolved by the Administrative Service (AS) of the Department of Health. 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**

Director IV

ZP-CHD

**SECOND PARTY**

By:

**ALBERTO J. BONGCAWEL**

Municipal Mayor

LGU- Siayan

**SIGNED IN THE PRESENCE OF:**

**DOMINGO E. LUSAYA, REE, MSc, ManE**

Chief Administrative Officer

ZP-CHD

**IRIS A. SANSON, CPA**

Accountant III

ZP-CHD

**ACKNOWLEDGEMENT**

Republic of the Philippines)

\_\_\_\_\_ ) S.S

BEFORE ME, a Notary Public, this \_\_\_\_ day of \_\_\_\_ 2025 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
ALBERTO J. BONGCAWEL		

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

Series of 2025. AND SEAL this \_\_\_\_\_ in \_\_\_\_\_.

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;