

File



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



**OFFICE OF THE SANGGUNIAN BAYAN**

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIAN BAYAN OF  
SIAYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE  
21<sup>ST</sup> DAY OF FEBRUARY 2022.**

**PRESENT:**

Hon. Primitivo D. Castillo, Presiding Officer,  
Hon. Estrella S. Zapatos,  
Hon. Vanessa Lyn B. Atuy,  
Hon. Oliver A. Romero, Floor Leader  
Hon. Ma. Roselyn G. Secretario,  
Hon. Rico V. Jamisola,  
Hon. Alfredo R. Labastida  
Hon. Rey L. Anugon, Assistant Floor Leader  
Hon. Maribel C. Okay, ABC President,  
Hon. Phil A. Saraga, SK Fed. President,  
Hon. Johnny C. Anugon, Sr., IPMR,

Municipal Vice Mayor  
Sangguniang Bayan Member

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**ABSENT:**

Hon. Emelyn P. Tulawe, Presiding Officer Pro-Tempore,

-do-

**"RESOLUTION NO. 016**

Series of 2022

**RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ATTY. JOSECOR S. GEPOLONGCA TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF HEALTH (DOH)-ZAMBOANGA PENINSULA-CENTER FOR HEALTH DEVELOPMENT, REPRESENTED BY JOSHUA G. BRILLANTES, MD, MPH, CESE, OIC REGIONAL DIRECTOR OF ZAMBOANGA PENINSULA-CENTER FOR HEALTH DEVELOPMENT, FOR THE GRANT OF MAT BENEFITS TO ELIGIBLE HEALTH CARE WORKERS, (HCWs).**

**WHEREFORE,** premise of the foregoing consideration and on motion of Hon. Alfredo R. Labastida, duly seconded by all members present, 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 ATTY. JOSECOR S. GEPOLONGCA TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF HEALTH (DOH)-ZAMBOANGA PENINSULA-CENTER FOR HEALTH DEVELOPMENT, REPRESENTED BY JOSHUA G. BRILLANTES, MD, MPH, CESE, OIC REGIONAL DIRECTOR OF ZAMBOANGA PENINSULA-CENTER FOR HEALTH DEVELOPMENT, FOR THE GRANT OF MAT BENEFITS TO ELIGIBLE HEALTH CARE WORKERS, (HCWs).**

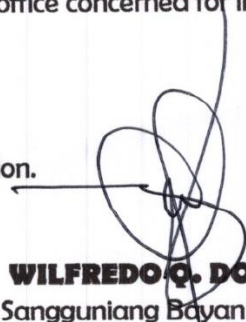
**RESOLVED FINALLY,** to furnish copies of this resolution to all office concerned for information reference and appropriate action.

Carried unanimously."

**I HEREBY CERTIFY** to the correctness of the foregoing resolution.

**CERTIFIED CORRECT  
AS TO ITS PASSAGE:**

  
**PRIMITIVO D. CASTILLO**  
Municipal Vice Mayor  
(Presiding Officer)

  
**WILFREDO Q. DOMPALES**  
Sangguniang Bayan Secretary

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

IRIS A. SANSON, CPA  
Accountant III

ATTY. JOSECOR S. GEPOLONGCA  
Second party

JO E. LUSAYA, REE, MSc, ManE  
Chief Administrative 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 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 **MUNICIPALITY OF SIAYAN, (SIAYAN RURAL HEALTH UNIT)** a public sector created by virtue of Republic Act No. **4989**, with address at Poblacion, Siayan Zamboanga del Norte, represented herein by the **(MUNICIPAL MAYOR), ATTY. JOSECOR S. GEPOLONGCA**, 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 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;

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

IRIS A. SANSON, CPA  
Accountant III

ATTY. JOSECOR S. GEPOLONGCA  
Second party

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

**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. 2021-0587, the FIRST PARTY shall transfer funds in the total amount of **FIVE HUNDRED THIRTY-FIVE THOUSAND AND FIVE HUNDRED PESOS (P 535,500.00)** 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 THIRTY-FIVE THOUSAND AND FIVE HUNDRED PESOS (P 535,500.00)** 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 10<sup>th</sup> 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.  
  
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:

**ATTY. JOSECOR S. GEPOLONGCA**  
Municipal Mayor- LGU Siayan

**SIGNED IN THE PRESENCE OF:**

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

**IRIS A. SANSON, CPA**  
Accountant III