



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



OFFICE OF THE SANGGUNIANG BAYAN

APPROVED RESOLUTION OF THE **REGULAR SESSION** OF THE SANGGUNIANG BAYAN OF SIYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 4th DAY, OF MARCH 2024

PRESENT:

Hon. Joseller S. Gepolongca,
Hon. Raul P. Dominis, Presiding Officer Protempore
Hon. Daisy A. Limbang, Majority Floor Leader,
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader,
Hon. Roel J. Pabiran
Hon. Rey L. Anugon,
Hon. Wencito B. Intoy
Hon. Billynel C. Catig
Hon. Estrella S. Zapatos,
Hon. Maria Gina Z. Atay, LNB Pres.
Hon. Dave F. Labadlabad, SK Fed. Pres.
Hon. Johnny C. Anugon, IPMR

Mun. Vice Mayor, Presiding Officer
Sangguniang Bayan Member

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ABSENT: None

RESOLUTION NO. 028
Series of 2024

RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIYAN ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORBLE MUNIICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH (DOH) ZAMBOANGA PENINSULA CENTER FOR HEALTH DEVELOPMENT REPRESENTED BY ITS REGIONAL DIRETOR 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 LOCAL GOVERNMENT UNIT OF SIYAN, ZAMBOANGA DEL NORTE.

WHEREAS, to ensure access to basic public health services to all Filipinos through the provision of quality health care and regulation of health goods and services with the department of health Zamboanga peninsula center for health development with office address at Upper Calarian, Zamboanga City represented by Joshua G. Brillantes MD, MPH CESO IV;

WHEREFORE, PREMISE CONSIDERED AND ON MOTION OF Hon. Daisy A. Limbang duly seconded by Hon. Estrella S. Zapatos it was

RESOLVED, as this body hereby resolved to authorize THE LOCAL GOVERNMENT UNIT OF SIYAN ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORBLE MUNIICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH ZAMBOANGA PENINSULA CENTER FOR HEALTH DEVELOPMENT REPRESENTED BY ITS REGIONAL DIRETOR 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 LOCAL GOVERNMENT UNIT OF SIYAN, ZAMBOANGA DEL NORTE.


RESOLVED FINALLY TO GIVE COPIES OF THIS RESOLUTION TO ALL OFFICES CONCERNED FOR FAVORABLE AND APPROPRIATE ACTION.

CARRIED UNANIMOUSLY.

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


WILFREDO Q. DOMPALES
Sangguniang Bayan Secretary

**CERTIFIED CORRECT
AS TO ITS PASSAGE:**


ATTY. JO SECOR 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 **SIAYAN LOCAL GOVERNMENT UNIT / SIAYAN RHU**, (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 **HON. 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 “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 issued AO No. 2022-0039, dated September 2, 2022 entitled “*Supplemental Guidelines on the Grant of Health Emergency Allowance to Eligible Public and Private Health Care and Non-Health Care Workers During the COVID-19 Pandemic Pursuant to the Implementing Rules and Regulations of Republic Act No. 11712*” to provide supplemental guidelines on the grant of HEA pursuant to RA No. 11712 and its IRR, particularly requiring the PARTIES to enter into a Memorandum of Agreement;

WHEREAS, RA No. 11936 or the *General Appropriations Act FY 2023* has appropriated funds for the payment of arrears to the eligible HCWs and non-HCWs pursuant to RA 11712;

WHEREAS, the amounts to be transferred to the **SECOND PARTY** are yet to be determined based on the submissions of the **SECOND PARTY** pursuant to AO No. 2022-0039, dated September 2, 2022, and other relevant issuances.

WHEREAS, the DOH shall issue Department Orders (DOs) providing guidelines on the sub-allotments/transfers and disbursements of funds for the grant of HEA to eligible HCWs and non-HCWs.

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

SECTION I. ROLES AND RESPONSIBILITIES OF THE PARTIES

- A. The **SECOND PARTY** shall submit to the **FIRST PARTY** documents and forms, such as but not limited to HEA forms, as may be required by applicable issuances of the **FIRST PARTY**, for the determination of amounts to be indicated in the Department Orders providing guidelines on the sub-allotments/transfers and disbursements of funds to the **SECOND PARTY**.
- B. Subject to pertinent accounting rules and regulations, the **FIRST PARTY** shall transfer funds to the **SECOND PARTY** in the amount to be specified in the DOs/approved HEA Forms, as the case may be, upon issuance of the corresponding Certificate of Availability of Funds for the grant of HEA to the **SECOND PARTY**'s eligible HCWs and non-HCWs.
- C. The **SECOND PARTY** shall i) facilitate the payment of HEA benefits to its eligible HCWs and non-HCWs as guided by DOH AO Nos. 2022-0001-A and 2022-0039, as well as any other relevant issuances; ii) ensure that there is no duplicity of the names of the HCWs and non-HCWs, iii) require the HCWs and non-HCWs to sign a quitclaim with an undertaking that in case the HCWs and non-HCWs receive HEA benefits twice or more from one (1) or more health facilities, the HCWs and non-HCWs shall return the excess amount, iv) submit to **FIRST PARTY** the final report on the number of eligible HCWs and non-HCWs signed by the human resource personnel or personnel division and certified by the head of the facility; as well as to comply with any other related guidelines that may be issued by the **FIRST PARTY**.
- D. Transferred funds must be utilized for the intended purpose not later than *December 31, 2024*.
- 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 from the termination of this Agreement.

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 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.

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 Department of Health, Management Services Team (DOH-MST), Administrative Service-Personnel Administration Division (AS-PAD). 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:

HON. ALBERTO J. BONGCAWEL
Municipal Mayor
Siayan LGU

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 _____, 2024 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 2024.