



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 16TH DAY OF JANUARY 2023.**

**PRESENT:**

Hon. Josecor S. Gepolongca, Presiding Officer	Municipal Vice Mayor
Hon. Raul P. Dominise, Presiding Officer Pro-Tempore	Sangguniang Bayan Member
Hon. Daisy A. Limbang, Majority Floor Leader	-do-
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader	-do-
Hon. Roel J. Fabiran,	-do-
Hon. Rey L. Anugon	-do-
Hon. Wencito B. Intoy,	-do-
Hon. Billynel C. Catig,	-do-
Hon. Estrella S. Zapatos, Minority Floor Leader	-do-
Hon. Phil A. Saraga, SK Fed. President	-do-
Hon. Johnny C. Anugon, Sr. IPMR	-do-

**ABSENT:**

Hon. Maribel C. Okay, LIGA President O.B.	-do-
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**"RESOLUTION NO. 014  
Series of 2023**

**RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HON. 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 JOSHUA G. BRILLANTES, MD, MPH, CESO IV, OIC REGIONAL DIRECTOR FOR THE GRANT OF "ONE COVID-19 ALLOWANCE (OCA) FOR THE HEALTH PERSONNEL OF THE LOCAL GOVERNMENT UNIT OF THIS MUNICIPALITY.**

**WHEREFORE**, premised of the foregoing consideration, and on motion of Hon. Daisy A. Limbang, DULY SECONDED BY Hon. Roel J. Pabiran 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 HON. 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 JOSHUA G. BRILLANTES, MD, MPH, CESO IV, OIC REGIONAL DIRECTOR FOR THE GRANT OF "ONE COVID-19 ALLOWANCE" (OCA) FOR THE HEALTH PERSONNEL OF THE LOCAL GOVERNMENT UNIT OF THIS MUNICIPALITY.**

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

Carried unanimously"

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

**WILFREDO G. DOMPALES**  
Sangguniang Bayan Secretary

**CERTIFIED CORRECT  
AS TO ITS PASSAGE:**

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

**APPROVED:**

**ALBERTO J. BONGCAWEL**  
Municipal Mayor

## **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**, 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 **MUNICIPALITY OF SIAYAN, (SIAYAN RURAL HEALTH UNIT)**, a public sector created by virtue of Republic Act No. 4989, with an 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. 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:



## **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 10<sup>th</sup> 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:

SECOND PARTY  
By:

JOSHUA G. BRILLANTES, MD, MPH, CESO IV  
OIC – Director IV  
ZP – CHD

ALBERTO J. BONGCAWEL  
Municipal Mayor  
Local Government Unit of 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

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
ALBERTO J. BONGCAWEL	VOTERS ID: 72150044ABO56OAJB1000-0-3	SIAYAN ZN / 07-01-2022

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.