



OFFICE OF THE SANGGUNIANG BAYAN

SANGGUNIANG BAYAN RESOLUTION NO. 114 S, 2020

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR DON L. ABALON TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HEALTH-EASTERN VISAYAS CENTER FOR HEALTH DEVELOPMENT FOR THE GRANT OF ACTIVE HAZARD DUTY PAY (AHDP) AND SPECIAL RISK ALLOWANCE (SRA) TO PUBLIC HEALTH WORKERS AND FOR OTHER PURPOSES

Sponsored by: SB Member Hilario S. Acebuche
Co-sponsored by: Unanimous

WHEREAS, Proclamation No. 922 series of 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 (R.A.) No. 11494 otherwise known as "Bayanihan to recover as One" 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 (w) of R.A. No. 11494 and Administrative Order No. 35 issued by the Office of the President authorizing the grant of active hazard duty pay (AHDP) to human resources for health (HRHs) serving in the frontline during the state of national emergency;

WHEREAS, Section 4 (h) of the same Act, and Administrative Order No. 36 issued by the Office of the President authorizing the grant of COVID-19 special risk allowance (SRA) to private and public health workers directly catering to or in contact with COVID-19 patients during the state of national emergency;

WHEREAS, the Department of Health (DOH) and the Department of Budget and Management (DBM) issued Joint Circular (JC) Nos. 1 and 2 both series of 2020 dated November 25, 2020, providing the guidelines on the grant of AHDP and COVID-19 SRA to eligible workers, respectively;

WHEREAS, under Regional Special Order No. 279 series of 2020, the Department of Health-Eastern Visayas Center for Health Development shall transfer funds to the LGU to transfer the cost of the grant of AHDP and COVID-19 SRA chargeable against the Maintenance and Other Operating Expenses MOOE, Quick Response Fund (QRF) under SARO No. BMB-B-20-001566 dated November 4, 2020.

NOW THEREFORE, upon motion of SB Member Hilario S. Acebuche, unanimously seconded by all the Sangguniang Bayan Members present, **be** it...

RESOLVES as it is hereby **RESOLVED**, to authorize The Municipal Mayor Don L. Abalon To Enter Into A Memorandum Of Agreement With The Department Of Health-Eastern Visayas Center For Health Development For The Grant Of Active Hazard Duty Pay (AHDP) And Special Risk Allowance (SRA) To Public Health Workers And For Other Purposes.

RESOLVED FURTHER, that copies of this resolution be furnished to the Department of Health-Eastern Visayas Center for Health Development (DOH-EVRHD), Office of the Municipal Mayor and Office File.

Republic of the Philippines
MUNICIPALITY OF SAN ROQUE
Province of Northern Samar
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Sangguniang Bayan Resolution No. 114 S, 2020

DONE and **APPROVED**, this 14th day of December, 2020 at Sangguniang Bayan Session Hall, 2nd Floor, Balaudnan Building, San Roque, Northern Samar, Philippines.


JOCELYN U. CORSO
SB Member



FEDDIE F. JARITO
SB Member


HILARIO S. ACEBUCHÉ
SB Member


ETHEL O. RAMIREZ
SB Member


DANTE C. TAN
SB Member


ALVIN M. LAGRIMAS
SB Member


JINKY F. CISNEROS
SB Member


FREDDIE F. JARITO
Ex-Officio Member/ABC President


NESS-LEI S. LAGRIMAS
Ex-Officio Member/PPSK President

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


ROSA A. SOCORRO
Secretary to the Sangguniang Bayan

ATTESTED:


ENGR. DEODATO L. BANTILO
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 –EASTERN VISAYAS 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 Government Center, Candahug, Palo, Leyte, herein represented by **EXUPERIA B. SABALBERINO, MD, MPH, CESe**, in her capacity as OIC, Regional Director of DEPARTMENT OF HEALTH –EASTERN VISAYAS CENTER FOR HEALTH DEVELOPMENT, and hereafter referred to as **“FIRST PARTY”**;

- and -

The **LOCAL GOVERNMENT UNIT OF SAN ROQUE, NORTHERN SAMAR**, likewise a government agency created and existing under the laws of the Philippines, with office address at **BRGY. ZONE 2, SAN ROQUE, NORTHERN SAMAR**, represented herein by **ATTY. DON L ABALON**, hereinafter referred to as the **“SECOND PARTY”** as authorized under SB Resolution No. 114 S, 2020

(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, pursuant to Section 4(w) of RA No. 11494, Administrative Order No. 35 was issued by the Office of the President authorizing the grant of active hazard duty pay (AHDP) to human resources for health (HRHs) serving in the frontlines during the state of national emergency;

WHEREAS, pursuant to Section 4(h) of the same Act, Administrative Order No. 36 was issued by the Office of the President authorizing the grant of COVID-19 special risk allowance (SRA) to private and public health workers directly catering to or in contact with COVID-19 patients during the state of national emergency;

WHEREAS, the Department of Health (DOH) and the Department of Budget and Management (DBM) issued Joint Circular (JC) Nos. 1 and 2, both series of 2020 and dated November 25, 2020, providing the guidelines on the grant of AHDP and COVID-19 SRA to eligible health workers, respectively;

WHEREAS, under Section 6.1.2 of the Joint Circulars, the First Party shall enter into a Memorandum of Agreement (MOA) for the transfer of funds for the AHDP and COVID-19 SRA to the Second Party;

WHEREAS, under Regional Special Order No. 279 s.2020, the **FIRST PARTY** shall transfer funds in the total amount of _____ to the **SECOND PARTY** to cover the cost of the grant of AHDP and COVID-19 SRA chargeable against

ATTY. DON L ABALON
Municipal Mayor

EXUPERIA B. SABALBERINO, MD, MPH, CESe
OIC, Director IV


the Maintenance and Other Operating Expenses (MOOE) Quick Response Fund (QRF under SARO No. BMB-B-20-0018566 dated November 04, 2020.

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 _____ for the 4-month payment of AHDP and COVID-19 SRA, reckoned from September 15 2020 to December 19, 2020, for the **SECOND PARTY**'s eligible health workers, as determined by the **SECOND PARTY** in accordance with Joint Circular Nos. 1 and 2, s. 2020.
- B. The **SECOND PARTY** shall perform all of its responsibilities set forth in Section 6.4 of the Joint Circulars, 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** a fund utilization report, together with the following requirements in said Section 6.4, on or before the 10th day of the month following its recording in the Monthly Statement or Allotment and Obligation and Balance:
 - 1. Reports on the number of the COVID-19 patients attended to, and list of eligible frontline HRHs indicating their positions, compensation/s entitled to, and days physically present;
 - 2. Certification attesting to the truthfulness of the contents of the report and adequate consent for sharing of data has been obtained from the personnel involved. The certification must be signed by the head of human resource or personnel division (if such division is in the structure) and the head of health facility, clearly indicating his/her designation or position; and
 - 3. Financial and accomplishment reports for monitoring such as signed payroll and other documents, in accordance with pertinent accounting and auditing rules and regulations.
- D. Transferred funds must be utilized for the intended purpose by December 31, 2020. Unutilized funds shall be returned to the QRF of the **FIRST PARTY** after the termination of this Agreement.
- E. 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.
- F. 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.


ATTY. DON L. ABALON
Municipal Mayor

EXUPERIA B. SABALBERINO, MD, MPH, CESe
OIC, Director IV

SECTION II. TERM OF AGREEMENT

This Agreement shall remain effective from the date of its execution until December 31, 2020 unless terminated earlier for justifiable cause, exhaustion of transferred funds and 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. 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 IV. 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 V. 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 VI. 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 misconduct.

SECTION VII. 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.

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ATTY. DON LABALON
Municipal Mayor

EXUPERIA B. SABALBERINO, MD, MPH, CESE
OIC, Director IV

IN WITNESS WHEREOF, all parties have signed this Memorandum of Agreement on _____ at _____.

FIRST PARTY

By:

EXUPERIA B. SABALBERINO, MD, MPH, CESe
OIC, Director IV- DOH- EVCHD

SECOND PARTY

By:

ATTY. DON L ABALON
Municipal Mayor

SIGNED IN THE PRESENCE OF:

MS. LYNN N. JARITO
MedTech II - Office in Charge

MS. DARBY LUMBRES
Accountant III

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S

BEFORE ME, a Notary Public, this 14th day of December 2020 in Catarman N.Samar, personally appeared the following persons:

NAME	Government Issued I.D.	Place/Date of Issue
EXUPERIA B. SABALBERINO, MD, MPH, CESe		
ATTY. DON L ABALON	PHILIPPINE PASSPORT P48768488	TACLOBAN CITY 19-FEB-2020

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 December 14th, 2020 in Catarman N.Samar

Doc. No. 201 ;
Page No. 40 ;
Book No. 7 ;
Series of 2020.

ATTY. RACHED P. RONDINA
Notary Public, Province of Northern Samar
Notarial Commission No. 0-03-2017, valid until Dec. 31, 2021
Roll No. 6032
IBP Lifetime No. 1047577 * PTR No. 4371541 (1-2-2020)
MCLE Compliance No. VI-0027198, valid until April 14, 2021
J.P. Rizal St., Catarman, Northern Samar